

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and ArcStratos Inc., a Florida S Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Accela Implementation and maintenance services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Mendocino County ePayables Information
- Exhibit E Velosimo Software License Agreement [Form]
- Exhibit F ArcStratos Software License Agreement [Form]

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date") and shall continue through December 31, 2028.

The compensation payable to CONTRACTOR hereunder shall not exceed one million, forty-six thousand, seven hundred thirty-three dollars and eighty cents (\$1,046,733.80) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Julia Kroy
DEPARTMENT HEAD

Date: 6/29/2026

Budgeted: Yes No

Budget Unit: 2852

Line Item: 862229

Org/Object Code: PS-862229 PSMCG

Grant: Yes No

Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 06/26/2026

CONTRACTOR/COMPANY NAME

By: George Cabot
SIGNATURE

Date: 6/26/2026

NAME AND ADDRESS OF CONTRACTOR:

ArcStatos, Inc.

3993 Pinstar Ter.

North Port, FL 34287

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 06/26/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 06/26/2026

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.
 - b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this

Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.

- c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the

CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials. COUNTY agrees that CONTRACTOR shall retain ownership of all intellectual property rights to any invention, work, or other matter that has been created, conceived, or reduced to practice by CONTRACTOR prior to this Agreement, or is independently created, conceived, or reduced to practice by CONTRACTOR during the duration of this Agreement (the "CONTRACTOR IP"). To the extent any CONTRACTOR IP is incorporated into any new intellectual property, CONTRACTOR hereby grants to COUNTY a perpetual, irrevocable, royalty-free, paid-up, transferable, worldwide, nonexclusive license, but not to sublicense the use of, such CONTRACTOR IP.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Planning & Building Services
860 N Bush St.,
Ukiah, CA 95482
Attn: Julia Krog, Director

To CONTRACTOR: ArcStratos, Inc.
3993 Pinstar Ter.,
North Port, FL 34287
Attn: George Calzat, Chief Executive Officer

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within

sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR thirty (30) days notice; provided, however, that any notice of suspension or abandonment shall be effective immediately. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided

hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Accela implementation and maintenance services shall not exceed \$1,046,733.80 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON-APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other Agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will

not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. **INTELLECTUAL PROPERTY WARRANTY:** CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH COUNTY:** CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to

meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services at the estimated timeline reflected in both tables below:

Task / Project Area	Description
Schedule	<ul style="list-style-type: none"> • Project assumes a maximum of up to 12 months of implementation services plus 1 month of warranty support. • Project assumes a maximum of up to 7 sprints in total that are four (4) weeks in duration including 2 additional days in between to address Sprint Planning, Sprint Review and Sprint Retrospective meetings. Shorter duration sprints can be discussed and modified as such if mutually agreed upon.
Project Management	<p>Overall Project Management (PM) oversight for the project. Creation of project schedule and project kickoff meeting. Set up project repository. Conduct weekly PM status meetings. Act as the primary liaison between the project team, client stakeholders, and senior management. Manage risks, team communications, resource allocations, and budgets. Ensure project deliverables meet defined acceptance criteria and quality standards.</p> <ul style="list-style-type: none"> • Includes up to 12.5 months of a ½ time Full Time Equivalent (FTE) project management support.
Department(s) and Divisions / Areas	<p>Support tasks within this scope of work are limited to the following departments:</p> <ul style="list-style-type: none"> • Building, Planning, Code Enforcement, and Business Licensing
Analysis	<p>Perform requirements analysis, document, and build Product Backlog per business rules defined. Leverage Accela Civic Apps for the configuration and automation as defined in our detailed RFP response and wherever else possible upon the results of performing discovery.</p>
Configuration	<p>Leverage Accela Civic Apps adjusted per the requirements analysis and provide configuration and delivery of up to 52 record types of the following complexity:</p> <ul style="list-style-type: none"> • 13 High complexity • 25 Medium complexity • 14 Low complexity <p>Includes Accela Mobile Apps configuration for remote inspections including Accela Mobile GIS map configurations. GIS requires client to stand up ArcGIS services as needed by the Accela product.</p>
Automation	<p>Provide up to 500 hours of business automation (scripts and expressions) to automate activities based on business rules. This includes creation of needed batch jobs (e.g. batch script to create an email end-of-day financial transaction report).</p>
User Portal (Citizen Access)	<p>Configuration of public user portal based on requirements analysis for citizens/contractors to apply for permits, pay fees, search records, etc.</p>

Reports	<p>Analysis and development of custom reports.</p> <ul style="list-style-type: none"> Up to 19 reports with average of medium complexity. Includes Accela Insights community shared reports.
Data/Document Conversion	<p>Perform data conversion analysis, data mapping, coding, and data conversion for up to three (3) data conversion runs plus one final cutover data conversion run into the Accela system. Perform document conversion from network drive area and DocuWare system into the Accela system.</p>
Interfaces	<ul style="list-style-type: none"> GIS – Configure GIS map services/layers in Accela GIS to the County of Mendocino’s ArcGIS rest services. Assumes ArcGIS rest services contain the information required to meet PBS’s business needs. Map address, parcel, and owner fields from ArcGIS layer(s) to Accela fields. Bluebeam – Provide Velosimo Accela to Bluebeam connector interface to support Electronic Document Review (EDR). Configuration is also required to configure Bluebeam Plan Review to specific record types. DocuSign –Provide ArcStratos Accela to DocuSign Connector interface to support electronic signature capabilities and configure to appropriate record types. Point and Pay – Update Point and Pay interface to add payment capability for the additional PBS modules. Can discuss AllPaid or other payment alternatives and revisit scope accordingly. Symbium (Or Comparable Software/Application) - Analyze and develop interface from Accela to Symbium or equivalent in functionality third party solar application. BlueBeam and DocuSign connector interfaces shall be provided following the execution of the Velosimo and ArcStratos software license agreements, forms of which are attached to this Agreement as Exhibits E and F, respectively. Two years of software licensing costs for these agreements are included as part of this Agreement cost; future years will need to be invoiced separately pursuant to the terms of the license agreements.
Training	<p>Formal Training beyond daily knowledge transfer throughout project:</p> <ul style="list-style-type: none"> Core Team Training – Up to 1 day, up to 15-20 attendees (Including Agile and Jira training) Train The Trainer - Up to 5 days, up to 15-20 attendees Admin Training – Up to 2 days, up to 15-20 attendees
System Testing / User Acceptance Testing (UAT)	<p>Provide system testing (QA) throughout development. For UAT provide six (6) weeks total for User Acceptance Testing (UAT) which includes four (4) weeks of testing new client test scripts and two (2) final weeks of re-testing only test scripts with remaining defects to be re-tested.</p>
Pre And Post Go-live Support	<p>Pre go-live support week for go-live activities documented in go-live checklist. On-site support for go-live weekend and go-live week with minimum of 2 FTE support staff to ensure successful go-live and defect resolution. Provide 30 calendar day warranty support starting from go-live date (go-live week support overlaps</p>

	that one week with the 30 day calendar warranty support) to address go-live issues with up to 1 FTE support. ArcStratos can provide additional Managed Services (Maintenance & Operations and/or enhancements) support via additional contract.
Travel	Up to 2 to 3 weeks limited to \$25,252.00 in travel expenses.

ID	Task Name	Duration	Deliverable	Predecessors	Successors	Resource Names
	Estimated Mendocino County PBS - ArcStratos Project Schedule	280 days	No			
1	Project Management	278 days	No			
2	Contract Signing	1 day	No		22, 4, 5, 18, 38, 40, 3, 6, 7, 8, 15, 9, 14, 12, 10, 11, 13	ArcStratos, Mendocino PBS
3	Project Initiation Payment and All Software Payments	0 days	Yes	2	46	Mendocino PBS
4	Project Kickoff Development	5 days	No	2	23, 24	ArcStratos PM, Mendocino PBS PM
5	Develop Scrum Team(s) Member Organization Chart	5 days	No	2	23, 24	ArcStratos PM, Mendocino PBS PM
6	Project Management (Ongoing communication, coordination)	277 days	Yes	2	218, 16	ArcStratos PM, Mendocino PBS PM
7	Project Status Reports (Weekly Meetings)	277 days	Yes	2	218, 16	ArcStratos PM
8	Schedule Management Activities	277 days	No	2	218, 16	ArcStratos PM
9	Continuing Knowledge Transfer Training	256 days	No	2	218, 16, 210	ArcStratos
10	User Support Training	256 days	Yes	2	218, 16, 212	ArcStratos
11	System Enhancements (Approach to user enhancement requests) Training	256 days	Yes	2	218, 16, 213	ArcStratos
12	Cloud Services Training	256 days	Yes	2	218, 16, 214	ArcStratos
13	Online Training / Library Resources Training	256 days	Yes	2	218, 16, 215	ArcStratos
14	User Groups and Conferences Training	256 days	Yes	2	218, 16, 216	ArcStratos

15	System Back-up, Redundancy, Disaster Recovery Services Training	256 days	Yes	2	218, 16, 217	ArcStratos
16	<i>Project Management Complete</i>	<i>0 days</i>	<i>No</i>	<i>6, 7, 8, 9, 14, 15, 12, 10, 11, 13</i>	<i>218</i>	<i>ArcStratos PM</i>
17	Technical Management	23 days	No			
18	Accela Environment Provisioning	11 days	No	2	19	ArcStratos
19	Verify NONPROD1 and NONPROD2 Environments	12 days	No	18	66	ArcStratos
20	Stage 1 - Plan	55 days	No			
21	Project Planning	55 days	No			
22	Comprehensive Project Plan (Schedule)	51 days	Yes	2	41	ArcStratos PM
23	Core Team Training Development	3 days	No	4, 5	24, 25, 41	ArcStratos
24	Project Kickoff Presentation	0 days	No	23, 4, 5	25, 41, 28, 32, 33, 31	ArcStratos, Mendocino PBS
25	Core Team Accela Training / Agile Training	1 day	No	24, 23	41	ArcStratos, Mendocino PBS
26	Jira / Confluence Setup	12 days	No			
27	Jira Project Configuration Development	6 days	No			
28	Jira Scrum Board, Filters, Dashboard Configurations	5 days	No	24	29	ArcStratos PM
29	Jira Structure Configuration	1 day	No	28	34, 45, 46, 48, 47, 49, 52, 53, 51, 50	ArcStratos PM
30	Confluence Project Space Configuration Development	12 days	No			
31	Complete Confluence Contact List Configuration	3 days	No	24	34	ArcStratos PM
32	Configure Confluence Project Space / Repository	12 days	No	24	34	ArcStratos PM
33	Configure Confluence Team Calendar	12 days	No	24	34	ArcStratos PM
34	Complete Initial Jira/Confluence Configuration	0 days	No	32, 33, 29, 31	35,41	ArcStratos PM

35	Jira, Confluence Training	2 days	No	34	41,36	ArcStratos, Mendocino PBS
36	Risk Management Plan	25 days	Yes	35		ArcStratos PM
37	IT Activities	55 days	No			
38	Accela Environment Provisioning	11 days	No	2	41	ArcStratos PM
39	FTP Server Setup (If Needed for Interface Server)	15 days	No	63	41	Mendocino PBS
40	GIS / Accela GIS Configuration Planning	40 days	No	2	41	ArcStratos
41	Project Planning Complete	0 days	No	22, 24, 25, 23, 40, 34, 35, 38, 39	94, 42SS	ArcStratos PM
42	<i>Plan Base Package and Core Team Training (PBPCCT)</i>	<i>0 days</i>	Yes	41SS	94	<i>ArcStratos</i>
43	Stage 2 - Agile	180 days	No			
44	Sprint 0	26 days	No			
45	Product Backlog Development Sessions	25 days	No	29	60	
46	Building Product Backlog Sessions	25 days	No	29, 3	57SS+10 days, 58SS+10 days, 59SS+10 days, 54SS+10 days, 55SS+10 days, 56SS+20 days	ArcStratos, Mendocino PBS
47	Land Use (Planning) Product Backlog Sessions	25 days	No	29	66	ArcStratos, Mendocino PBS
48	Code Enforcement Complaint & Case Management Product Backlog Sessions	25 days	No	29	66	ArcStratos, Mendocino PBS

49	Building, Land Use, & Code Enforcement Inspections scheduling etc.; including mobile	25 days	No	29	66	ArcStratos, Mendocino PBS
50	Business Licensing	25 days	No	29	66	ArcStratos, Mendocino PBS
51	Customer / Community Portal	25 days	No	29	66	ArcStratos, Mendocino PBS
52	Electronic Plan Review	25 days	No	29	66	ArcStratos, Mendocino PBS
53	Electronic Document Review, Routing, and Management	25 days	No	29	66	ArcStratos, Mendocino PBS
54	Data Management - Archive	15 days	No	46SS+10 days	66	ArcStratos, Mendocino PBS, Mendocino PBS IT
55	Reporting and Query Tools (Internal and External)	15 days	No	46SS+10 days	66	ArcStratos, Mendocino PBS, Mendocino PBS IT
56	Report List Product Backlog Sessions	5 days	No	46SS+20 days	66	ArcStratos, Mendocino PBS, Mendocino PBS IT
57	GIS Mapping Product Backlog Sessions	15 days	No	46SS+10 days	66	ArcStratos, Mendocino PBS, Mendocino PBS IT
58	Database / Document Conversion Product Backlog Sessions	15 days	No	46SS+10 days	66	ArcStratos, Mendocino PBS, Mendocino PBS IT

59	Interface Product Backlog Sessions	15 days	No	46SS+10 days	66	ArcStratos, Mendocino PBS, Mendocino PBS IT
60	<i>Complete Sprint 0 Product Backlog</i>	<i>0 days</i>	<i>No</i>	45	61	<i>ArcStratos</i>
61	<i>Complete Sprint 0 Analysis Worksheets</i>	<i>0 days</i>	<i>No</i>	60	62	<i>ArcStratos</i>
62	Sprints 1 - X Planning	1 day	No	61	63	ArcStratos, Mendocino PBS
63	<i>Sprint 0 Complete</i>	<i>0 days</i>	<i>No</i>	62	66, 64SS, 39	ArcStratos, Mendocino PBS
64	<i>Initial Product Backlog (IPB)</i>	<i>0 days</i>	<i>Yes</i>	63SS	66	<i>ArcStratos</i>
65	Sprint 1	22 days	No			
66	Sprint 1 Start	<i>0 days</i>	<i>No</i>	63, 19, 64, 47, 48, 57, 58, 59, 49, 52, 53, 54, 51, 55, 50, 56	67	ArcStratos, Mendocino PBS
67	Sprint 1 Planning Ceremony	1 day	No	66	68	ArcStratos, Mendocino PBS
68	Sprint 1 Backlog	<i>0 days</i>	<i>No</i>	67	69	ArcStratos, Mendocino PBS
69	Sprint 1 Scrum Team Development Week 1	5 days	No	68	70, 74SS, 73SS	ArcStratos, Mendocino PBS
70	Sprint 1 Scrum Team Development Week 2	5 days	No	69	71	ArcStratos, Mendocino PBS
71	Sprint 1 Scrum Team Development Week 3	5 days	No	70	72	ArcStratos, Mendocino PBS
72	Sprint 1 Scrum Team Development Week 4	5 days	No	71	75	ArcStratos, Mendocino PBS

73	System Configuration, Migration, & Integration (All RFP Listed Sub-Tasks) - Sprint 1 Stories	20 days	Yes	69SS	80	ArcStratos
74	Formal Testing (Configuration Validation, Unit, Integration, and Functional) - Sprint 1 Stories	20 days	Yes	69SS	80	ArcStratos, Mendocino PBS
75	Sprint 1 Review Package / Ceremony	0.5 days	No	72	76	ArcStratos, Mendocino PBS
76	Sprint 1 Retrospective	0.5 days	No	75	77	ArcStratos, Mendocino PBS
77	Sprint 1 Complete	0 days	No	76	80, 78SS	ArcStratos, Mendocino PBS
78	<i>Sprint 1 Package (SP1)</i>	0 days	Yes	77SS	80	ArcStratos, Mendocino PBS
79	Sprint 2	22 days	No			
80	Sprint 2 Start	0 days	No	77, 78, 74, 73	81	ArcStratos, Mendocino PBS
81	Sprint 2 Planning Ceremony	1 day	No	80	82	ArcStratos, Mendocino PBS
82	Sprint 2 Backlog	0 days	No	81	83	ArcStratos, Mendocino PBS
83	Sprint 2 Scrum Team Development Week 1	5 days	No	82	84, 88SS, 87SS	ArcStratos, Mendocino PBS
84	Sprint 2 Scrum Team Development Week 2	5 days	No	83	85	ArcStratos, Mendocino PBS
85	Sprint 2 Scrum Team Development Week 3	5 days	No	84	86	ArcStratos, Mendocino PBS
86	Sprint 2 Scrum Team Development Week 4	5 days	No	85	89	ArcStratos, Mendocino PBS

87	System Configuration, Migration, & Integration (All RFP Listed Sub-Tasks) - Sprint 2 Stories	20 days	Yes	83SS	94	ArcStratos
88	Formal Testing (Configuration Validation, Unit, Integration, and Functional) - Sprint 2 Stories	20 days	Yes	83SS	94	ArcStratos, Mendocino PBS
89	Sprint 2 Review Package / Ceremony	0.5 days	No	86	90	ArcStratos, Mendocino PBS
90	Sprint 2 Retrospective	0.5 days	No	89	91	ArcStratos, Mendocino PBS
91	Sprint 2 Complete	0 days	No	90	94, 92	ArcStratos, Mendocino PBS
92	<i>Sprint 2 Package (SP2)</i>	0 days	Yes	91	94	ArcStratos, Mendocino PBS
93	Sprint 3	22 days	No			
94	Sprint 3 Start	0 days	No	91, 41, 42, 92, 88, 87	95	ArcStratos, Mendocino PBS
95	Sprint 3 Planning Ceremony	1 day	No	94	96	ArcStratos, Mendocino PBS
96	Sprint 3 Backlog	0 days	No	95	97	ArcStratos, Mendocino PBS
97	Sprint 3 Scrum Team Development Week 1	5 days	No	96	98, 102SS, 101SS	ArcStratos, Mendocino PBS
98	Sprint 3 Scrum Team Development Week 2	5 days	No	97	99	ArcStratos, Mendocino PBS
99	Sprint 3 Scrum Team Development Week 3	5 days	No	98	100	ArcStratos, Mendocino PBS
100	Sprint 3 Scrum Team Development Week 4	5 days	No	99	103	ArcStratos, Mendocino PBS

101	System Configuration, Migration, & Integration (All RFP Listed Sub-Tasks) - Sprint 3 Stories	20 days	Yes	97SS	108	ArcStratos
102	Formal Testing (Configuration Validation, Unit, Integration, and Functional) - Sprint 3 Stories	20 days	Yes	97SS	108	ArcStratos, Mendocino PBS
103	Sprint 3 Review Package and Ceremony	0.5 days	No	100	104	ArcStratos, Mendocino PBS
104	Sprint 3 Retrospective	0.5 days	No	103	105	ArcStratos, Mendocino PBS
105	Sprint 3 Complete	0 days	No	104	108, 106SS	ArcStratos, Mendocino PBS
106	<i>Sprint 3 Package (SP3)</i>	0 days	Yes	105SS	108	ArcStratos, Mendocino PBS
107	Sprint 4	22 days	No			
108	Sprint 4 Start	0 days	No	105, 106, 102, 101	109	ArcStratos, Mendocino PBS
109	Sprint 4 Planning Ceremony	1 day	No	108	110	ArcStratos, Mendocino PBS
110	Sprint 4 Backlog	0 days	No	109	111	ArcStratos, Mendocino PBS
111	Sprint 4 Scrum Team Development Week 1	5 days	No	110	112, 116SS, 115SS	ArcStratos, Mendocino PBS
112	Sprint 4 Scrum Team Development Week 2	5 days	No	111	113	ArcStratos, Mendocino PBS
113	Sprint 4 Scrum Team Development Week 3	5 days	No	112	114	ArcStratos, Mendocino PBS
114	Sprint 4 Scrum Team Development Week 4	5 days	No	113	117	ArcStratos, Mendocino PBS

115	System Configuration, Migration, & Integration (All RFP Listed Sub-Tasks) - Sprint 4 Stories	20 days	Yes	111SS	122	ArcStratos
116	Formal Testing (Configuration Validation, Unit, Integration, and Functional) - Sprint 4 Stories	20 days	Yes	111SS	122	ArcStratos, Mendocino PBS
117	Sprint 4 Review Package and Ceremony	0.5 days	No	114	118	ArcStratos, Mendocino PBS
118	Sprint 4 Retrospective	0.5 days	No	117	119	ArcStratos, Mendocino PBS
119	Sprint 4 Complete	0 days	No	118	122, 120SS	ArcStratos, Mendocino PBS
120	<i>Sprint 4 Package (SP4)</i>	0 days	Yes	119SS	122	ArcStratos, Mendocino PBS
121	Sprint 5	22 days	No			
122	Sprint 5 Start	0 days	No	119, 120, 116, 115	123	ArcStratos, Mendocino PBS
123	Sprint 5 Planning Ceremony	1 day	No	122	124	ArcStratos, Mendocino PBS
124	Sprint 5 Backlog	0 days	No	123	125	ArcStratos, Mendocino PBS
125	Sprint 5 Scrum Team Development Week 1	5 days	No	124	126, 130SS, 129SS	ArcStratos, Mendocino PBS
126	Sprint 5 Scrum Team Development Week 2	5 days	No	125	127	ArcStratos, Mendocino PBS
127	Sprint 5 Scrum Team Development Week 3	5 days	No	126	128	ArcStratos, Mendocino PBS
128	Sprint 5 Scrum Team Development Week 4	5 days	No	127	131	ArcStratos, Mendocino PBS

129	System Configuration, Migration, & Integration (All RFP Listed Sub-Tasks) - Sprint 5 Stories	20 days	Yes	125SS	136	ArcStratos
130	Formal Testing (Configuration Validation, Unit, Integration, and Functional) - Sprint 5 Stories	20 days	Yes	125SS	136	ArcStratos, Mendocino PBS
131	Sprint 5 Review Package and Ceremony	0.5 days	No	128	132	ArcStratos, Mendocino PBS
132	Sprint 5 Retrospective	0.5 days	No	131	133	ArcStratos, Mendocino PBS
133	Sprint 5 Complete	0 days	No	132	136, 134SS	ArcStratos, Mendocino PBS
134	<i>Sprint 5 Package (SP5)</i>	0 days	Yes	133SS	136	ArcStratos, Mendocino PBS
135	Sprint 6	22 days	No			
136	Sprint 6 Start	0 days	No	133, 134, 130, 129	137	ArcStratos, Mendocino PBS
137	Sprint 6 Planning Ceremony	1 day	No	136	138	ArcStratos, Mendocino PBS
138	Sprint 6 Backlog	0 days	No	137	139	ArcStratos, Mendocino PBS
139	Sprint 6 Scrum Team Development Week 1	5 days	No	138	140, 144SS, 143SS	ArcStratos, Mendocino PBS
140	Sprint 6 Scrum Team Development Week 2	5 days	No	139	141	ArcStratos, Mendocino PBS
141	Sprint 6 Scrum Team Development Week 3	5 days	No	140	142	ArcStratos, Mendocino PBS
142	Sprint 6 Scrum Team Development Week 4	5 days	No	141	145	ArcStratos, Mendocino PBS

143	System Configuration, Migration, & Integration (All RFP Listed Sub-Tasks) - Sprint 6 Stories	20 days	Yes	139SS	150	ArcStratos
144	Formal Testing (Configuration Validation, Unit, Integration, and Functional) - Sprint 6 Stories	20 days	Yes	139SS	150	ArcStratos, Mendocino PBS
145	Sprint 6 Review Package and Ceremony	0.5 days	No	142	146	ArcStratos, Mendocino PBS
146	Sprint 6 Retrospective	0.5 days	No	145	147	ArcStratos, Mendocino PBS
147	Sprint 6 Complete	0 days	No	146	150, 148SS, 166, 168, 169, 167	ArcStratos, Mendocino PBS
148	<i>Sprint 6 Package (SP6)</i>	0 days	Yes	147SS	150	ArcStratos, Mendocino PBS
149	Sprint 7 (Includes Initial End-to-End Testing)	22 days	No			
150	Sprint 7 Start	0 days	No	147,148,144,143	151	ArcStratos, Mendocino PBS
151	Sprint 7 Planning Ceremony	1 day	No	150	152	ArcStratos, Mendocino PBS
152	Sprint 7 Backlog	0 days	No	151	153	ArcStratos, Mendocino PBS
153	Sprint 7 Scrum Team Development Week 1	5 days	No	152	154, 158SS, 159SS, 157SS	ArcStratos, Mendocino PBS
154	Sprint 7 Scrum Team Development Week 2	5 days	No	153	155	ArcStratos, Mendocino PBS
155	Sprint 7 Scrum Team Development Week 3	5 days	No	154	156	ArcStratos, Mendocino PBS
156	Sprint 7 Scrum Team Development Week 4	5 days	No	155	160	ArcStratos, Mendocino PBS

157	System Configuration, Migration, & Integration (All RFP Listed Sub-Tasks) - Sprint 7 Stories	20 days	Yes	153SS	173	ArcStratos
158	Formal Testing (Configuration Validation, Unit, Integration, and Functional) - Sprint 7 Stories	20 days	Yes	153SS	173	ArcStratos, Mendocino PBS
159	Formal Testing (Initial End-to-End Testing)	20 days	Yes	153SS	173	ArcStratos, Mendocino PBS
160	Sprint 7 Review Package and Ceremony	0.5 days	No	156	161	ArcStratos, Mendocino PBS
161	Sprint 7 Retrospective	0.5 days	No	160	162	ArcStratos, Mendocino PBS
162	Sprint 7 Complete	0 days	No	161	163SS, 173	ArcStratos, Mendocino PBS
163	<i>Sprint 7 Package (SP7)</i>	0 days	Yes	162SS	173	ArcStratos, Mendocino PBS
164	Stage 3 - Readiness	66 days	No			
165	Pre-User-Acceptance Testing (UAT) and Pre-Final End-to-End (ETE) Testing Activities	24 days	No			
166	Develop Test Scripts	20 days	Yes	147	170	ArcStratos, Mendocino PBS
167	Provide support to the County for User Acceptance Testing (UAT) Test Scripts development and system setup as needed	20 days	Yes	147	170	ArcStratos
168	UAT / Final ETE Logistics	20 days	No	147	170	Mendocino PBS
169	UAT / Final ETE Test Plan (User Acceptance Plan)	20 days	Yes	147	170	ArcStratos, Mendocino PBS
170	Test Environment Configuration Migration	2 days	No	166, 169, 168, 167	171	ArcStratos
171	UAT / Final ETE Preparations	2 days	No	170	173, 186	ArcStratos, Mendocino PBS

172	UAT and Final ETE Testing - Phase 1	21 days	No			
173	User Acceptance Testing (UAT) Final End-to-End Testing (ETE) and Defect Logging	21 days	No	171, 162, 163, 158, 159, 157	176, 174SS, 178, 175SS	Mendocino PBS
174	UAT / Final ETE Defect Resolution (During Testing)	21 days	No	173SS	179, 180	Mendocino PBS
175	Performance Testing	21 days	Yes	173SS	181	Mendocino PBS
176	<i>User Acceptance Testing Package Phase 1 (UATP1)</i>	<i>0 days</i>	Yes	173	182	ArcStratos
177	UAT and Final ETE Testing - Phase 2	11 days	No			
178	Re-test Remaining Defects Resolved (No New Tests)	10 days	No	173	182	ArcStratos
179	UAT / Final ETE Defect Resolution (No New Tests, Only Re-test Remaining Defects Resolved)	10 days	No	174	181FS-5 days, 182	ArcStratos
180	Regression Testing plan for post Go-Live Accela platform updates	10 days	No	174	181FS-5 days, 182	ArcStratos
181	UAT / Final ETE Jira Report	1 day	No	179FS-5 days, 180FS-5 days, 175	182	ArcStratos
182	<i>UAT Closeout & Sign-off from business</i>	<i>1 day</i>	Yes	<i>181, 179, 176, 178, 180</i>	<i>184, 183SS</i>	<i>Mendocino PBS</i>
183	<i>User Acceptance Testing Package Phase 2 (UATP2)</i>	<i>0 days</i>	Yes	<i>182SS</i>	<i>184</i>	<i>ArcStratos</i>
184	<i>Code Freeze</i>	<i>0 days</i>	No	<i>182, 183</i>	<i>188</i>	<i>ArcStratos, Mendocino PBS</i>
185	Training	42 days	No			
186	Administrator and End User Training Plan	20 days	Yes	171	188	ArcStratos
187	End-User Training Delivery	10 days	No			
188	Train The Trainer Training (Virtual or Onsite)	5 days	No	186, 184	190FS-5 days, 193, 199SS, 200SS, 189, 192	ArcStratos, Mendocino PBS
189	<i>Train The Trainer Training (Virtual or Onsite) (TTT)</i>	<i>0 days</i>	Yes	<i>188</i>	<i>190FS-5 days, 193, 199SS, 200SS, 192</i>	<i>ArcStratos, Mendocino PBS</i>

190	End-User Training Execution (ArcStratos Support as Needed)	10 days	No	188FS-5 days, 189FS-5 days	197, 201	ArcStratos, Mendocino PBS
191	Admin Training Delivery	2 days	No			
192	System Administration Training and Documentation	2 days	Yes	188, 189	201, 194, 211	ArcStratos, Mendocino PBS
193	Documentation: Training manuals, videos for future use	2 days	Yes	188, 189	201, 194	ArcStratos, Mendocino PBS
194	<i>System Administration Training and Documentation (AT)</i>	<i>0 days</i>	Yes	193, 192	201	<i>ArcStratos, Mendocino PBS</i>
195	Stage 4 - Deploy	46 days	No			
196	Contingency	9 days	No			
197	Contingency	9 days	No	190	201	ArcStratos, Mendocino PBS
198	Deployment Activities	24 days	No			
199	Go-Live Plan (Checklist) / Post Go-Live Plan	21 days	Yes	188SS, 189SS	204	ArcStratos, Mendocino PBS
200	Production Environment Setup	21 days	Yes	188SS, 189SS	204	ArcStratos
201	Go Live Preparation	5 days	No	190, 193, 197, 194, 192	202	ArcStratos, Mendocino PBS
<i>202</i>	<i>Go/No Go Decision</i>	<i>0 days</i>	<i>No</i>	<i>201</i>	<i>203</i>	<i>Mendocino PBS</i>
203	Cutover Activities	5 days	Yes	202	204	ArcStratos, Mendocino PBS
<i>204</i>	<i>Go-Live</i>	<i>0 days</i>	<i>Yes</i>	<i>203, 199, 200</i>	<i>210, 205SS, 207</i>	<i>ArcStratos, Mendocino PBS</i>
205	<i>Release Pre Go-Live Package (PREGL)</i>	<i>0 days</i>	Yes	204SS	210, 207	ArcStratos
206	Post Go-Live Support	22 days	No			

207	Go-Live Support & Post Go Live Plan	21 days	Yes	204, 205	218, 211SS, 212SS, 208SS, 213SS, 214SS, 215SS, 216SS, 217SS	ArcStratos
208	Maintenance and Support Plan	21 days	Yes	210SS, 207SS, 211SS	219	ArcStratos
209	Final Post Go-Live Training	21 days	No			
210	Final Continuing Knowledge Transfer	21 days	No	204, 205, 9	218, 208SS	ArcStratos
211	Final System Administration Training	21 days	Yes	207SS, 192	218, 208SS	ArcStratos
212	Final User Support (Warranty) Training	21 days	Yes	207SS, 10	218	Accela, ArcStratos
213	Final System Enhancements (Approach to User Enhancement Requests) Training	21 days	Yes	207SS, 11	218	ArcStratos
214	Final Cloud Services Training	21 days	Yes	207SS, 12	218	Accela, ArcStratos
215	Final Online Training / Library Resources Training	21 days	Yes	207SS, 13	218	Accela, ArcStratos
216	Final User Groups and Conferences Training	21 days	Yes	207SS, 14	218	Accela, ArcStratos
217	Final System Back-up, Redundancy, Disaster Recovery Services Training	21 days	Yes	207SS, 15	218	Accela, ArcStratos
218	<i>Transfer to Accela Customer Support</i>	<i>1 day</i>	Yes	<i>210, 16, 6, 7, 8, 15, 9, 14, 12, 207, 211, 212, 213, 214, 215, 216, 217, 10, 11, 13</i>	<i>219, 220SS</i>	<i>ArcStratos</i>
219	<i>Release Post Go-Live Package (POSTGL)</i>	<i>0 days</i>	Yes	218, 208	222, 221	ArcStratos
220	<i>User Support (Accela) - Start</i>	<i>0 days</i>	Yes	218SS		Accela
221	<i>Post Warranty Cloud Services Support - Start</i>	<i>0 days</i>	Yes	219		Accela
222	<i>Possible New Contract Start for Ongoing Maintenance and Support</i>	<i>0 days</i>	Yes	219		ArcStratos

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

Payment shall not exceed \$1,046,733.80 for the term of the agreement. Contractor shall invoice per the tables below, pending the assumptions are valid. Contractor shall submit invoices for services, not more than once per month, detailing the dates and services per milestone as delineated below. Invoices shall be processed for payment within 30 days from the date the invoice was received by County. Invoices for services provided over 120 days prior to invoicing will not be accepted.

Deliverable ID	Payment Milestone	Est. Payment Amount	Year
PI	Project Initiation Payment	\$14,174.20	Year 1
PBPCTT	Plan Base Package & Core Team Training	\$20,685.25	Year 1
IPB	Initial Product Backlog	\$20,167.85	Year 1
SP1	Sprint 1 Package	\$98,245.45	Year 1
SP2	Sprint 2 Package	\$98,245.45	Year 1
SP3	Sprint 3 Package	\$98,245.45	Year 1
SP4	Sprint 4 Package	\$98,245.45	Year 1
SP5	Sprint 5 Package	\$98,245.45	Year 1
SP6	Sprint 6 Package	\$98,245.45	Year 1
SP7	Sprint 7 Package	\$98,245.45	Year 1
UATP1	User Acceptance Testing Package Phase 1	\$87,799.15	Year 1
UATP2	User Acceptance Testing Package Phase 2	\$49,718.00	Year 1
TTTAT	Train the Trainer / Admin Training	\$15,175.90	Year 1
PREGL	Release Pre Go-Live Package	\$62,873.95	Year 2
POSTGL	Release Post Go-Live Package	\$41,220.10	Year 2
Total Project Services Fixed Fee Cost:		\$999,532.55	
All hours are charged at a rate of \$159.00 per hour			
Estimated Travel Costs included in Total Project Services:		\$25,252.00	
5% Contingency Reserve Cost included in Total Project Services:		\$47,922.60	

Software Licensing Costs			
Software Product	Quantity	Unit Cost	Total
Year 1			
Velosimo Bluebeam Studio Connector	1	\$13,125.00	\$13,125.00
ArcStratos DocuSign eSignature Connector	1	\$9,900.00	\$9,900.00
Year 1 Subtotal:			\$23,025.00
Year 2			
Velosimo Bluebeam Studio Connector	1	\$13,781.25	\$13,781.25
ArcStratos DocuSign eSignature Connector	1	\$10,395.00	\$10,395.00
Year 2 Subtotal:			\$24,176.25

Estimated Total Project Costs Including Subcontractor(s)			
Year	Estimated Services	Software	Total
Year 1	\$895,438.50	\$23,025.00	\$918,463.50
Year 2	\$104,094.05	\$24,176.25	\$128,270.30
Totals:	\$999,532.55	\$47,201.25	\$1,046,733.80

Additional Accela Implementation Services Options			
Software Product	Quantity	Unit Cost	Total
Six (6) Additional Sprints (Can purchase less)	6	\$98,245.45	\$589,472.70
Contractor State License Board	1	\$22,896.00	\$22,896.00
PM Support – Additional ½ Time FTE (1FTE total) – with 6 Sprint Purchase	1	\$247,086.00	\$247,086.00
PM Support – Additional ½ Time FTE (1FTE total) – No 6 Sprint Purchase	1	\$166,950.00	\$166,950.00
Continual Data Conversions (no 3 run conversion limit) – with 6 Sprint Purchase	1	\$65,110.50	\$65,110.50
Continual Data Conversions (no 3 run conversion limit) – No 6 Sprint Purchase	1	\$199,505.25	\$199,505.25
Additional Travel to Support Onsite Analysis/UAT	1	\$43,826.00	\$43,826.00

The above payment tables are subject to the following assumptions:

- Assumes up to 52 record types as defined in ArcStratos (Contractor) response to Mendocino County RFP #045-25 “Accela Software Implementation”, section containing Required Record Types Tables as reflected in Table 17, Table 19, Table 21, and Table 23, leveraging the Accela Civic Apps as documented in those tables with reasonable / minimal level of changes, and the complexities estimated in those tables.
- Assumes travel is 2 to 3 weeks limited to \$25,252.00 in travel expenses.
- Assumes a maximum of 500 hours of scripting will be used given the anticipated record type count and leveraging built in automation in the Civic Apps. The Agile methodology will allow both the County and Contractor, the flexibility to have more scope in one area by reducing scope in another area (e.g. use more scripting hours and less record types or interfaces).
- Assumes document conversion will occur from DocuWare into ADS, but optional DocuWare connector can be purchased and configured if County wishes to keep DocuWare as the document repository for Accela documents.
- Assumes third party systems that ArcStatros is developing have a full REST API or web service available that supports the requirements of the County.
- Assumes the County will coordinate with third party vendors that are contracted and under control by the County to ensure they are providing adequate support for interfaces under development (in particular Symbium, PointAndPay, DocuSign, BlueBeam, ESRI). Contractor will support this coordination as much as vendors allow.
- Assumes a single go-live into Production as documented in the RFP #045-25 titled “Accela Software Implementation”.
- Assumes the County will be using the Accela Civic Platform SaaS cloud hosting solution and platform.

- Assumes implementation is using Contractor's Jira and Confluence toolsets. Assumes a maximum of 25 County Jira / Confluence users.
- Assumes formal training provided is what is listed in section 4.3.5 as defined in Contractor response to Mendocino County RFP #045-25 "Accela Software Implementation". However, training scope can be flexible and modified with trying to keep total formal training duration reasonably the same.
- Assumes the ArcStratos Agile methodology will be used.
- Assumes a maximum timeline of twelve (12) months from start of project to go-live (not including support period).
- Assumes up to 7 sprints total that are four (4) weeks in duration including 2 additional days in between to address Sprint Planning, Sprint Review and Sprint Retrospective meetings. Shorter sprints can be discussed and modified as such if mutually agreed upon.
- Assumes six (6) weeks total for User Acceptance Testing (UAT) which includes four (4) weeks of testing new client test scripts and two (2) final weeks of re-testing only test scripts with remaining defects to be re-tested.
- Assumes a maximum of three data conversion execution runs plus a final data conversion cutover run into Production for go-live. Assumes County IT staff and department staff members will support the mapping and validation efforts.
- Assumes County IT staff and department staff members will support the Document Conversion process in providing the needed extraction of files from DocuWare and mapping exercises.
- Assumes Contractor assigns a dedicated Project Manager to serve as the single point of contact for all project communications, planning, and execution. Based on the project scope, our Project Manager will be assigned at a half-time level of effort which we have determined to be sufficient for current scope to ensure consistent leadership, communication, and delivery oversight.
- Assumes County will provide adequate staff to support the implementation activities in particular Project Management support, product backlog refinement (analysis) sessions, testing, and go-live activities.
- Assumes County Of Mendocino IT or responsible department will provide configured ArcGIS map services and layers (available by the early set of sprints – ideally by Sprint 1, 2, or 3) that are required to have all Address, Parcel, and Owner information (and other layers requested by the County) that are requested or required to support the Accela GIS configuration. Contractor will provide guidance where possible to support County of Mendocino IT development of Accela compatible map service / layer configurations.
- Assumes using Accela XAPO (Transaction Address Parcel Owner) method for GIS configuration.
- Assumes County will provide a Product Owner to support the Agile Scrum Framework. Assumes other Scrum Team members, SMEs, stakeholders, and staff members will be provided to support the project and approvals as needed.
- Assumes County will be responsible for developing User Acceptance Test Plans/Scripts with assistance from Contractor (Contractor will support with generation of several test cases to support the development). UAT test scripts will be developed in advance of UAT start.

- Assumes formal Organizational Change Manage is not in scope for this project, but Contractor will provide general change management guidance throughout the project based on years of experience.
- Assumes any interface design that warrants the need for the interface web adapter to be hosted that it will be provided and hosted on a server provided by the County of Mendocino IT with appropriate network access. Typically, servers required for this have very lightweight requirements and can often reside on existing agency servers.
- Assumes Accela and all other software licenses will be available and provided by County. Named accounts would be provided to our developers including access to nonproduction, production, Accela admin, ERD, Bluebeam, VPN, and other servers or services as needed.
- Costs provided here do not include third party products not included within the scope. In specific, our costs do not include the vendor application license costs for the BlueBeam application, DocuSign signature and envelope software, Symbium, etc. Contractor costs cover the interfaces we build and deploy.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.gov



EXHIBIT E

VELOSIMO SOFTWARE LICENSE AGREEMENT

Master Subscription Agreement

This Agreement permits Customer to license and use Velosimo's Products and Services (as applicable) pursuant to a Velosimo order form referencing this Agreement ("Order Form(s)") and sets forth the basic terms and conditions. This Agreement shall govern Customer's initial purchase as well as any future purchases made by Customer which reference this Agreement. Velosimo provides the Products and Services listed on an Order Form on a subscription basis. The term of each Subscription is designated in the applicable Order Form.

1. Definitions.

- 1.1. "Confidential Information" means all code, inventions, know-how, business, technical and financial information that one party ("Receiving Party") obtains from the other party ("Disclosing Party"); provided that such information is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure; and provided further that any software, documentation or technical information provided by Velosimo (or its agents), and performance information relating to the Product shall be deemed Confidential Information of Velosimo without any marking or further designation.
- 1.2. "Customer Data" means electronic data submitted by Customer to a Velosimo Product or created by Customer in the course of using a Velosimo Product.
- 1.3. "Documentation" means the online documentation and user guides provided by Velosimo in connection with the license of a Velosimo Product.
- 1.4. "Materials" means any materials provided by Velosimo to Customer in connection with the provision of Services.
- 1.5. "Order Form" means a Velosimo standard ordering document referencing this Agreement and reflecting the Products and Services provided to Customer.
- 1.6. "Order Form Effective Date" means the later to occur of (i) Order Form signed by Customer and Velosimo, and (ii) the date of access granted to the Velosimo Product, if any.
- 1.7. "Product" means Velosimo's proprietary web-based products and services that may be set forth on an Order Form and subsequently made available by Velosimo to Customer via the means designated by

Velosimo including associated offline components, as described in the Documentation (but excluding Third Party Components or infrastructure).

- 1.8. "Services" means professional consulting services purchased by Customer in the applicable Order Form or SOW and relating to training and assistance with the installation, deployment, or usage of Velosimo Products.
- 1.9. "SOW" means a Statement of Work between Velosimo and Customer with respect to Services.
- 1.10. "Subscription" means the Customer's right to access and use the relevant Velosimo Product and Support and Maintenance on a subscription basis, as and to the extent listed on a mutually executed Order Form.
- 1.11. "Subscription Term" means the duration of a Subscription as set forth on an Order Form or as specified in Section 3.1.
- 1.12. "Support and Maintenance" means the applicable support and maintenance services as identified in the Order Form.
- 1.13. "Term" means the period commencing as of the Order Form Effective Date and expiring on the day that the last Subscription Term under this Agreement terminates.
- 1.14. "Third Party Components" means online applications and offline software that are provided by entities or individuals other than Velosimo and that interoperate with the Velosimo Product.
- 1.15. "Users" means the Customer's employees and contractors which are authorized by Customer to access and use the Velosimo Product purchased under an Order Form.
- 1.16. "Warranty Period" means a period of thirty (30) days following the commencement of the relevant Subscription Term.

2. License(s); Ownership.

- 2.1. License and Use. Velosimo will make the Product available to Customer and its users pursuant to this Agreement and the relevant Order Forms during the Subscription Term. Subject to the terms and conditions of this Agreement and the relevant Order Form(s), Velosimo grants Customer a limited, worldwide, non-assignable and non-exclusive license during the relevant Subscription Term to access and use the Products and Services in accordance with the terms of this Agreement.
- 2.2. Restrictions. Customer will not (i) permit any third party to access the Products except as permitted herein and in the relevant Order Form, (ii) create derivative works based on the Products, (iii) copy, frame or mirror any part or content of the Products, (iv) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source

code of the Products or encourage or permit others to do so (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), (v) access the Products in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Products, (vi) sell, resell, rent or lease the Products beyond the scope of the applicable Order Form, (vii) use the Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Products in violation of the Documentation or any Velosimo terms of service), (viii) store or transmit virus or other malicious code through the Products, (ix) interfere with or disrupt the integrity or performance of the Products or third-party products or data contained therein, or (x) attempt to gain unauthorized access to the Products or their related systems or networks. Customer acknowledges that Customer is solely responsible for complying with, and covenants to comply with, all laws applicable to Customer and to Customer's use of the Products, including without limitation all laws and regulations relating to the protection and non-disclosure of Customer Data. Without limiting the generality of the foregoing, the Customer is solely responsible for using the Products in compliance with any applicable data privacy or personally identifiable information laws and regulations.

- 2.3. AWS Terms. Velosimo uses the Amazon Web Service ("AWS") cloud infrastructure for its Products. Customer acknowledges the use of Velosimo Products is subject to the terms and limitations set forth in the AWS Customer Agreement: <http://aws.amazon.com/agreement/>.
- 2.4. Ownership. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided under a fully paid Subscription, Velosimo and its suppliers have and will retain all right, title and interest in and to the Products (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to access and use (as the case may be) the Products and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. In addition, Velosimo will have a royalty-free, worldwide, irrevocable, perpetual license to use for any purpose any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Products.
- 2.5. Services Work Product. Customer shall have a license right to use or access any work product or Materials delivered as part of the Services, solely for its internal business purposes and solely in connection with the Products regarding which the Services were commissioned. Other than the limited license described in the prior sentence, Velosimo shall retain all right, title and interest in and to any such Materials and Services work product and any derivative, enhancement or modification thereof and Customer maintains ownership of its Confidential Information.

3. Subscription Term; Payment.

3.1. Subscription Term and Renewals. Unless otherwise designated in the Order Form, the term of any Subscription shall be one (1) year commencing on the Order Form Effective Date of the applicable Order Form. Each Subscription Term shall automatically renew for subsequent periods of the same length as the initial Subscription Term unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term. The rates for any Subscription Term are as specified on the applicable Order Form, and renewals or additional Subscriptions shall be at Velosimo's then-current list Subscription rates, unless specifically provided in an Order Form.

3.2. Payment Terms. All fees are as set forth in the applicable Order Form and SOW are due upon receipt of invoice and shall be paid by Customer thirty (30) days from invoice unless otherwise specified in the applicable Order Form or SOW. Customer shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Velosimo). Fees are non-refundable upon payment. Payments will be made without right of set-off or chargeback. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If payment of any fee is overdue, Velosimo may also suspend provision of (as the case may be) the Products or Services until such delinquency is corrected.

4. Support & Maintenance.

During the time that Customer has paid the applicable Subscription fees, Velosimo shall provide Support and Maintenance during the Subscription Term in accordance with Velosimo's then-current standard support policies. Customer agrees to provide Velosimo with such cooperation, materials, information, access and support which Velosimo deems to be reasonably required to allow Velosimo to successfully provide the Products, and Support and Maintenance. Customer understands and agrees that Velosimo's obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

5. Third Party Components.

Under this Agreement Velosimo provides only the Products and Services and Support and Maintenance with respect to each of the Products. Velosimo does not provide any warranty on, and does not provide Support and Maintenance on, the Third Party Components. Customer may need to license, modify and install Third Party Components. Velosimo may provide Customer with links and instructions for

obtaining Third Party Components or provide access to them (e.g., through Velosimo cloud connectors), but it is Customer's sole responsibility to properly license and install any required Third Party Components from the relevant third party providers. Velosimo will have no liability with respect to any Third Party Components. If applicable, prior to Velosimo starting any Services that require the use of Third Party Components, Customer will provide documentation to Velosimo confirming that Customer can provide the rights necessary to allow Velosimo to modify the Third Party Solution Component software if necessary.

6. Services.

Velosimo shall provide the Services purchased in the applicable Order Form or SOW, as the case may be. Services may be ordered by Customer pursuant to an SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Velosimo shall commence work under such SOW. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form.

7. Term and Termination.

7.1. Term and Termination. This Agreement is effective during the Term. Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter)).

7.2. Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Velosimo under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the Products, and destroy all copies of the latter and so certify to Velosimo in writing; (c) each party will return to the other party the Confidential Information of the other party that it obtained during the course of this Agreement; and (d) Customer must certify in writing to Velosimo that it has returned or destroyed all Velosimo Confidential Information.

7.3. Suspension of Products. In addition to its other rights under this Section 4, Velosimo may suspend or terminate Customer's access to the Products upon written notice in order to: (a) prevent damage to or degradation of, the Products caused by Customer; or (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action. If suspended, Velosimo will

promptly restore use of the Products to Customer as soon as the event giving rise to the suspension has been resolved to Velosimo's satisfaction.

7.4. Survival. Sections 2.2, 2.4, 8, 9, 10, 11 and 12 shall survive any termination or expiration of this Agreement.

8. Warranties.

8.1. Limited Warranties. Velosimo warrants, for Customer's benefit only, that during the Warranty Period, the Product shall perform materially in accordance with the Documentation. If during the Warranty Period the Products do not perform materially in accordance with the Documentation, Velosimo's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for Velosimo to correct the defects in the Products. Customer acknowledges that the Products are subscription-based and that, in order to provide improved customer experience, Velosimo may make changes to the Products and that in such event, Velosimo will update the Documentation accordingly.

8.2. With respect to Services, Velosimo warrants only that the relevant Services will be performed consistent with generally recognized commercial practices and standards for similar services. If the Services do not conform to such warranty, Velosimo will re-perform the non-conforming Services. These remedies are Customer's sole and exclusive remedies for breach of the relevant warranty and are Velosimo's sole and exclusive liability for breach of such warranty.

8.3. Warranty Exclusions. The limited warranties set forth above, are made to and for the benefit of Customer only. The warranties will apply only if (a) the relevant Velosimo product has been properly installed and used in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the relevant Velosimo product by anyone other than Velosimo; and (c) Velosimo receives written notification of the breach during the Warranty Period, and in the case of Services, within ten (10) days following the performance of the relevant Services. The above warranties shall not apply: (i) to defects in the Velosimo product due to negligence, abuse or improper use by Customer; or (ii) items provided on a no charge or evaluation basis.

8.4. DISCLAIMER OF WARRANTIES.

VELOSIMO'S WARRANTIES IN THIS SECTION 8 ARE EXCLUSIVE, AND VELOSIMO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AS TO THE TRANSACTIONS CONTEMPLATED HEREBY AND THE TECHNOLOGY AND SERVICES TO BE PROVIDED HEREUNDER (OR ANY RESULTS TO BE OBTAINED FROM THE USE THEREOF), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ACCURACY, NON-INFRINGEMENT, COMPLETENESS AND ORIGINALITY AND ALL WARRANTIES

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE OR THEIR EQUIVALENTS UNDER THE LAW OF ANY JURISDICTION.

9. Limitation of Liability and Damages.

VELOSIMO SHALL NOT BE LIABLE FOR (I) ANY COST OF COVER OR ANALOGOUS COSTS RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES; OR (II) ANY LOSS OF USE, LOST DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, VELOSIMO'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO VELOSIMO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

10. Indemnification.

10.1. Indemnity by Velosimo. Subject to the remainder of this Section 10, Velosimo shall defend Customer against any third party claim that the Product(s) infringes such third party's patent or copyright (an "Infringement Claim"), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Customer: (i) notifies Velosimo promptly in writing of such Infringement Claim, (ii) grants Velosimo sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Velosimo request for assistance. Velosimo will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of Velosimo.

10.2. Options. Should any Products become, or in Velosimo's opinion be likely to become, the subject of such an Infringement Claim, Velosimo shall, at its option and expense, (a) procure for Customer the right to make continued use of Products, (b) replace or modify such so that it becomes non-infringing, or (c) request termination of the access to the Products and upon such request the corresponding licenses shall be terminated and Velosimo shall refund the price paid by Customer for the Subscription Term in which the Infringement Claim was asserted, less a pro rata

portion of the Subscription fee reflecting that portion of the Subscription Term that was fulfilled prior to termination.

10.3. Exclusions. Velosimo will have no obligation for claims of infringement resulting from (i) any modification of the Software by a party other than Velosimo if such infringement would have been avoided in the absence of such modifications; (ii) Customer's failure, within a reasonable time frame, to implement any replacement or modification of the Products provided by Velosimo; (iii) any combination, operation, or use of the Products with any products, equipment, software, hardware, data, or business processes not supplied by Velosimo, including without limitation Third Party Components and Customer Data, if such infringement would not have occurred without the combination (iv) use for a purpose or in a manner for which the Products were not designed, (v) any intellectual property right owned or licensed by Customer, excluding the Products, (vi) Customer using the Products after Velosimo notifies Customer to discontinue using due to such a claim.

10.4. Indemnity by Customer. Customer shall defend Velosimo against any third party Infringement Claim to the extent that they arise from any combination of Velosimo Products with products, data or business processes not supplied by Velosimo, and indemnify Velosimo for any damages, attorney fees and costs finally awarded against Velosimo as a result of, or for any amounts paid by Velosimo under a court-approved settlement of, an Infringement Claim against Velosimo; provided that Velosimo (a) promptly gives Customer written notice of the Infringement Claim against Velosimo; (b) gives Customer sole control of the defense and settlement of the Infringement Claim against Velosimo (provided that Customer may not settle any Infringement Claim against Velosimo unless the settlement unconditionally releases Velosimo of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense.

10.5. Limitation. THIS SECTION STATES THE PARTIES SOLE AND EXCLUSIVE REMEDY AND ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

11. Confidential Information.

11.1. Non-Disclosure and Non-Use. Each party (a) shall treat as confidential all Confidential Information of the other party; (b) shall not disclose such Confidential Information to any third party, except on a "need to know" basis to third parties that have signed a non-disclosure agreement containing substantially the terms of this Agreement; and (c) shall not use such Confidential Information except in connection with performing its obligations or exercising its rights under this Agreement.

11.2. Exceptions. Confidential Information will not include any information which (i) was publicly known and made generally available prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information

11.3. Notwithstanding anything in this Agreement to the contrary, in event that any party is required by law (including any applicable open public records law) interrogatories, requests, regulatory or self-regulatory requirements for information or documents, subpoena, or similar process to disclose any Confidential Information, to the extent permitted by applicable law, subpoena or similar process, such party will provide the other party with prompt prior written notice of such request or requirement so that the other party may seek an appropriate protective order at its sole cost and expense. If, in the absence of a protective order, a party is nonetheless compelled or required to disclose any Confidential Information, such party may disclose only that portion of the Confidential Information which such party is so legally compelled or required to disclose.

11.4. For the Products, Velosimo does not directly store, monitor, track, or inspect Customer Data, including personally identifiable information (PII), and personal healthcare information (PHI). Customer may configure the appropriate software settings based on Customer's use and security standards. Velosimo will not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by Customer, or (c) access Customer Data, except to access to address service or technical problems. Any exchange of data between Customer and any Third-Party Components Components (or by Customer between two or more Third Party Components), is solely between Customer and the applicable provider of the Third-Party Components.

12. General

12.1. Severability. If a provision of this Agreement is deemed unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

12.2. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions

thereof. The jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties irrevocably consent to such personal jurisdiction of such courts and waive all objections thereto. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

- 12.3. Notices. Any notice hereunder shall be in writing to the notice address set forth above and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.
- 12.4. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to exercise rights under this Agreement. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
- 12.5. Injunctive Relief. Both parties acknowledge that the disclosure of any aspect of the confidential information of the other party shall immediately give rise to continuing irreparable injury to the non-disclosing party inadequately compensable in damages at law and without prejudice to any other remedy available to the non-disclosing party, and shall entitle the non-disclosing party to seek injunctive relief.
- 12.6. Assignment, Subcontracting. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party except to the acquirer of substantially all of the assigning party's assets and business by merger or purchase who assumes that party's obligations under this Agreement. Velosimo reserves the right to delegate or subcontract its obligations under this Agreement to third parties but remains responsible for the acts and omissions of its subcontractors. Customer may not assign its rights under the Agreement to a new or different agency entity which has the effect of creating a substantive change or increase in use or capacity requirements or creates use in a new jurisdiction.
- 12.7. Force Majeure. No delay or failure of Velosimo to perform any of its obligations under the Agreement may be considered a breach of this Agreement if it results from any cause beyond its control including, without limitation, any act of God, earthquake, hurricane, flood, fire, natural catastrophe, severe weather, public emergency, accident, third party strike, lock-out or other dispute, riot, civil commotion, insurrection, or third party equipment or system failure (including any failure of access circuits (other than those caused solely by Velosimo), the unavailability of,

or interruption or delay in, telecommunications, power or other third party system, or any failure of third party software (in each case, a “Force Majeure Event”).

12.8. Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created or may be inferred by the existence or performance of this Agreement, and neither party has any authority to bind the other in any respect whatsoever.

12.9. Customer Acknowledgement. Customer agrees that Velosimo may from time to time identify Customer (with Customer's name, logo, or trademark) as a Velosimo customer in or on Velosimo's website, sales and marketing materials, or press releases. Velosimo may not use Customer's name, logo, or trademark for any other purpose without obtaining Customer's prior written consent.



**ARCSTRATOS SOFTWARE LICENSE AGREEMENT
SUBSCRIPTION AGREEMENT**

General Terms and Conditions

This Subscription Agreement (this “Agreement”) is made and entered into as of the effective date set forth below (the “Effective Date”) between:

Effective Date of this Agreement: <effective_date_mm/dd/yyyy>

ArcStratos:

ArcStratos, Inc.
a Florida Corporation

Client:

County of Mendocino, California

These terms and conditions constitute the entire legal agreement between Client and ArcStratos, Inc. (“ArcStratos”) concerning the access to the proprietary ArcStratos middleware solution(s), associated documentation (“Software”) and the services performed by ArcStratos in defined herein.

- A. ArcStratos has developed certain middleware programs and associated documentation which ArcStratos makes available to its Client’s (“Subscribers”) on a Subscription (“Subscription”) basis.
- B. Client wishes to use ArcStratos’ Services and Software in its business operations.
- C. ArcStratos has agreed to provide, and the Client has agreed to pay for and use ArcStratos’ Services and Software subject to the terms and conditions of this Agreement.
- D. In the event there are conflicting terms among the various documents, the order of precedence is as follows: 1) This Agreement(s); 2) Project Documents; and 3) Exhibit(s).

1. Definitions

- a. Authorized User: Employees, agents, and independent contractors of the Client who are authorized to use the Software as described herein.
- b. Confidential Information: Information that is proprietary or confidential as further defined throughout this Agreement.
- c. Client Data: Data that is received by the ArcStratos interface and transmitted into the Software for the purpose of utilizing the Software solution.
- d. Documentation: Documents made available by ArcStratos to the Client from time to time which may include but is not limited to documents containing middleware descriptions, user manuals and other material related to the Software.
- e. Effective Date: The day this Agreement takes effect.
- f. Initial Subscription Term: The initial term of this Agreement.

- g. Services: The access to the software services (Software Services, Implementation Services, collectively, and any Support provided for such Services) provided by ArcStratos to Client under this Agreement.
- h. Software: The application provided as a part of the Services Subscription.
- i. Subscription Fees: The fees payable to ArcStratos by the Client for the User Subscriptions.
- j. Subscription Term: The term of the Subscription.
- k. Support: Functional and technical support services as set forth herein.
- l. Support Policy: ArcStratos' policy for providing support in relation to the Services as described herein
- m. Service Levels: The Service Level commitments as set forth herein.
- n. User Subscription: The subscriptions purchased to grant Authorized Users access to the Services as described herein.
- o. Software Updates: ArcStratos governed enhancements and defect resolutions for the ArcStratos software application in base product form. The release and application of any Software Update is at the sole discretion of ArcStratos.

2. Subscription

- a. Subject to the Client purchasing the User Subscription, the restrictions set forth in this Section and other terms and conditions of this Agreement, ArcStratos hereby grants to the Client, a non-exclusive, non-transferable right to permit the Authorized Users of the Client to (i) use such Services; and (ii) display such Services solely for the purpose of exercising Client's rights and performing Client's obligations hereunder. The foregoing subscription is subject to the restrictions below and the other terms and conditions of this Agreement. Services shall be used during the Subscription Terms solely for the Client's Internal Business Operations.
- b. The Client will not intentionally access, store, distribute or transmit any viruses, Trojans or any and all malicious code, or any material during the course of its use of the Services that as outlined below. In the event any of the identified items occur, Client will remove and promptly notify ArcStratos immediately if there is potential harm to the software.
 - i. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - ii. facilitates illegal activity;
 - iii. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability, or any other illegal activity;
 - iv. causes damage or injury to any person or property; or
 - v. infringes on third party intellectual property, copyright or trademark rights.

ArcStratos reserves the right, without liability to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

- c. The Client shall not except to the extent expressly permitted under this Agreement:
 - i. attempt to reproduce, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute, in whole or in part, any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

- ii. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - iii. use the Services, and/or Documentation to provide services to third parties; or
 - iv. subject to the Assignment Section, license, sublicense, sell, rent, lease, transfer, subcontract, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, and/or Documentation available to any third party except the Authorized Users, or
 - v. attempt to obtain, or assist third parties in obtaining, access to the Services, and/or Documentation, other than as provided under this clause.
- d. The Client shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services, and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify ArcStratos. The rights provided under this Section are granted to the Client only and shall not be considered granted to any subsidiary or affiliate of the Client.

3. Fees; Payment Terms

- a. Fees. In consideration of this Agreement, Client will pay the Subscription fees set forth in Schedule 1 (the “Subscription Term and Fees”). In consideration of any other products provided or services performed under this Agreement, Client will pay the fees and charges described in the applicable Statement of Work (SOW). On the Effective Date of this Agreement, the Subscription Fees shall be payable with respect to the Initial Subscription Term and at least thirty (30) calendar days prior to each anniversary of the Effective Date, the Subscription Fees shall be payable with respect to the next Renewal Period. Fees are non-cancellable and non-refundable except as otherwise stated herein.
- b. Payment. All fees and expenses will be due and payable to ArcStratos within thirty (30) calendar days after the date of invoice. All fees and expenses will be paid to ArcStratos in United States dollars, by wire transfer of funds to an account designated by ArcStratos or by check sent to ArcStratos at Attention: ArcStratos 3993 Pinstar Terrace, North Port, Florida, 34287, unless otherwise specified by ArcStratos. All past-due payments will bear interest at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is less. ArcStratos shall have the right to terminate the Agreement for default/cause if the Client does not pay ArcStratos’ undisputed invoices within the terms contained herein. All outstanding invoices will be due and payable immediately upon such termination. If Client does not pay ArcStratos for any undisputed outstanding invoices, and ArcStratos incurs any additional costs including, but not limited to court costs, attorney’s fees and other damages, in the collection of said invoices, ArcStratos shall have the right to recover the additional costs from Client.
- c. PCI Compliance. In the event Client engages in payment card transactions as part of the services provided by ArcStratos, Client shall comply with the Payment Card Industry Data Security Standard (“PCI-DSS”) and any amendments or restatements of the PCI DSS during the Term of this agreement. Client accepts responsibility for the security of customer credit card data in its possession, even if all or a portion of the services by ArcStratos are subcontracted to third parties.
- d. Taxes. Client acknowledges and agrees that it is responsible for the payment of all applicable taxes and duties, including, without limitation, sales, use, excise, value added and franchise taxes, associated with this Agreement, the products provided, and the services performed under this Agreement, except for taxes based on ArcStratos’ income.

- e. The Client shall on the Effective Date provide to ArcStratos valid, up-to-date and complete approved purchase order information acceptable to ArcStratos and any other relevant information needed by ArcStratos to invoice Client.

4. Proprietary Rights

- a. Client acknowledges and agrees that the Software is protected by U.S. and international copyright, patent, trademark, trade secret and other intellectual property rights and registrations. Client acknowledges that all right, title and interest in and to the Software and all intellectual property rights thereto will be owned solely by ArcStratos and its licensors, as applicable. Client will not remove, obliterate, obscure or alter any copyright or other proprietary rights notice that appears on the Software. Except for the limited rights expressly granted to Client under this Agreement, Client is not granted any other rights in or to the Software. All rights in and to the Software not specifically granted herein are reserved to ArcStratos and its licensors, as applicable.

5. Confidentiality Obligations

- a. Confidential Information. "Confidential Information" means any and all information that is of a confidential, proprietary or trade secret nature that is furnished or disclosed by a Party under this Agreement. Without limiting the generality of the foregoing, "Confidential Information" includes the Software (including the object code and source code forms thereof), and any other information that is marked as "Confidential," "Proprietary," "Trade Secret" or in some other manner to indicate its confidential, proprietary or trade secret nature.
- b. Non-Disclosure. Each Party agrees: (i) to hold the Confidential Information in strict confidence; (ii) except as expressly authorized in this Agreement, not to disclose any Confidential Information to any third party other than employees and independent contractors who have a need to know the Confidential Information for the purposes of this Agreement and who are subject to a confidentiality agreement that affords at least as much protection to the Confidential Information as this Section 5; (iii) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out a Party's obligations and exercise its rights under this Agreement; and (iv) to notify promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist in every reasonable way to stop or minimize such unauthorized use or disclosure.
- c. Injunction. The Parties agree that if a court of competent jurisdiction determines that a Party has breached, or attempted or threatened to breach, confidentiality obligations described within this agreement the other Party will be entitled to obtain appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. Such injunctive relief or other measures will be in addition to, and not in lieu of, any other rights and remedies available to ArcStratos.
- d. Notwithstanding anything in this Agreement to the contrary, in event that any party is required by law (including any applicable open public records law) interrogatories, requests, regulatory or self-regulatory requirements for information or documents, subpoena, or similar process to disclose any Confidential Information, to the extent permitted by applicable law, subpoena or similar process, such party will provide the other party with prompt prior written notice of such request or requirement so that the other party may seek an appropriate protective order at its sole cost and expense. If, in the absence of a protective order, a party is nonetheless compelled or required to disclose any Confidential Information, such party may disclose

only that portion of the Confidential Information which such party is so legally compelled or required to disclose.

6. Client Data

The Client shall own all rights, title and interest in and to all of the Client Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data

- a. ArcStratos shall follow its commercially reasonable backup procedures for Client Data and said procedure may be amended by ArcStratos in its sole discretion from time to time based upon best practices. In the event of any loss or damage to Client Data, the Client's sole and exclusive remedy shall be for ArcStratos to use reasonable commercial activities to restore the lost or damaged Client Data from the latest back-up of such Client Data maintained by ArcStratos in accordance with the backup procedure described herein. ArcStratos shall not be responsible for any loss, destruction, alteration, or disclosure of Client Data caused by any third party (except those third parties subcontracted by ArcStratos to perform services related to Client Data maintenance and back-up).
- b. The ArcStratos interface may collect and process technical and operational data, including transaction data, logs, metadata, system information, authentication details, and any information the Authorized User submits through the interface, but does not directly store, monitor, track, or inspect Client Data, including personally identifiable information (PHI) or personal healthcare information (PHI). ArcStratos employs commercially reasonable safeguards to protect processed data. The Client is responsible for ensuring that any data it transmits through the interface complies with applicable laws and that all required notices or consents have been obtained. ArcStratos will not (a) modify Client Data, (b) disclose Client Data except as compelled by law or expressly permitted by client in writing, or (c) access Client Data, except to address service or technical problems. Any exchange of data between Client and any third-party component (or by Client between two or more third-party components), is solely between Client and the applicable provider of the third-party component.
- c. PHI/PII Processing - PHI/PII will only be processed on behalf of the Client under the following circumstances and in compliance with Section 6 of this Agreement:
 - i. Process the PHI/PII only on the explicit written instructions of Client;
 - ii. Make all reasonable efforts to implement appropriate technical and organizational measures to protect those PHI/PII against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;
 - iii. Return or destroy all such personal data promptly upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from Client;
 - iv. Not disclose PHI/PII to any person except as required or permitted by this Agreement or with Client's written consent;
 - v. Provide full cooperation and assistance to Client in implementing any procedures required in order to comply with data privacy laws to which Client is subject, as advised by Client from time to time;
 - vi. Not process PHI/PII except to the extent reasonably necessary to the performance of this Agreement;
 - vii. In the event Data transfers originate from the European Union, the European Economic Area (EEA) and/or their member states, Client rights and ArcStratos obligations are described in the ArcStratos Privacy Policy.

- a. Client warrants that it has the consent of its employees, independent contractors or any other individual whose PII is being processed and/or transmitted within the Services and ArcStratos shall have no liability should Client not have received such consent. Client will indemnify, defend and hold ArcStratos harmless should any such individual or group of individuals bring any suit against ArcStratos for violation of any applicable law

The Client shall be responsible for ensuring that Personal Data is accurate and up to date at all times, to the extent that it is within Client's ability to do so.

The Parties hereto agree, that the above warranties relating to PHI and PII are ArcStratos' sole responsibilities related to the processing and control of Client PHI and PII.

7. Limited Warranty / Acceptance

- a. ArcStratos warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof. ArcStratos does not warrant that Client's use of the Services will be uninterrupted or error free. The limited warranties set forth in this Agreement do not apply to any deviation by the Software from the specifications set forth in the applicable Schedule that is caused by, or results from, (i) improper usage of Software APIs (Application Programming Interfaces) or the introduction/import of corrupt data into the Software by anyone other than ArcStratos; (ii) use of the Services for any purpose other than that authorized in this Agreement; (iii) use of the Services in combination with other software, data or products that are defective or incompatible with, or are not authorized by ArcStratos for use with, the Services; (iv) any malfunction of Client's software, hardware, computers or computer-related equipment; (v) Client's failure to use any Updates made available by ArcStratos; or (vi) an event of Force Majeure (defined below).
- b. ArcStratos does not and cannot control the flow of data to or from the software and other portions of the internet. such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the internet (or portions thereof). Although ArcStratos will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, ArcStratos cannot guarantee that such events will not occur. Accordingly, ArcStratos disclaims any and all liability resulting from or related to such events. The foregoing warranties are made in lieu of all other warranties, express and implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and any warranties arising out of course of dealing or course of performance. except as expressly provided herein, there is no warranty against interference with client's enjoyment of the software or against infringement, the services are provided "as is," and ArcStratos disclaims any warranty as to the quality, operation of, access to or use of all or any part of the software and any warranty that (I) the services will operate uninterrupted or error-free, (ii) the results arising out of the use of the services will be accurate, complete or error-free, or (iii) the services will meet the needs of client or its clients, agents or suppliers.

8. Other Client Obligations

- a. The Client shall provide ArcStratos with:
 - i. all necessary cooperation in relation to this Agreement;
 - ii. all necessary access to such information as may be required by ArcStratos in order to render the Services, including but not limited to Client Data, security access information and configuration services;
 - iii. comply with all applicable laws and regulations with respect to its activities under this Agreement;

- iv. carry out all other Client responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties, ArcStratos may adjust any agreed timetable or delivery schedule as reasonably necessary;
- v. obtain and maintain all necessary licenses, consents, and permissions necessary for ArcStratos, its employees, subcontractors and/or agents to perform their obligations under this Agreement, including without limitation the Services;
- vi. ensure that its network and systems comply with the relevant specifications provided by ArcStratos from time to time; and
- vii. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to ArcStratos' data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

9. Indemnification

- a. Each Party (the "Indemnifying Party") agrees to defend the other Party, its affiliates and each of their respective officers, directors, employees, contractors and agents (each an "Indemnified Party") from and against any action, claim, suit, investigation or other proceeding brought by a third party (a "Claim") to the extent such Claim results from the Indemnifying Party's breach of this Agreement or the negligence, willful misconduct or fraud or violation of law on the part of the Indemnifying Party, its officers, directors, employees, agents or other representatives in connection with this Agreement. The Indemnifying Party will indemnify and hold harmless the Indemnified Party from any liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs of defense) incurred by or levied against such Indemnified Party as a result of such Claim that infringes any currently existing United States copyright, patent, trademark or trade secret of a third party.
- b. ArcStratos will have no obligation to defend Client with respect to any claim, demand, action or proceeding, described herein, that is based upon:
 - (i) use of the Services in conjunction with Client's data, where use with such data gave rise to the infringement claim; (ii) use of the Services with other software, where use of such other software gave rise to the infringement claim; (iv) use of any Services in a manner inconsistent with its documentation; (v) use of any Services in a manner that breaches this Contract Agreement; (vi) use of the Services by Client in a manner not permitted by this Agreement; (vii) use of the Services by Client in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose; (viii) any claim of infringement of any patent or copyright or misappropriation of any trade secret in which Client or any affiliate of Client has a pecuniary or other material interest; or (ix) breach of any of Client's warranties or covenants.

10. Term and Termination

- a. The term of this Agreement will begin on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, shall be automatically renewed for successive periods of twelve (12) months ("Renewal Period"), unless:
 - i. Either party notifies the other party of termination, in writing, at least sixty (60) calendar days before the end of the Initial Subscription Term or any subsequent Renewal Period, in which case this

Agreement shall terminate upon the expiration of the applicable Initial Subscription Term or Renewal Period; or

- ii. Otherwise terminated in accordance with the provisions of this Agreement; and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the entire Subscription Term.
- c. Either party may terminate this Agreement immediately upon notice to the other party if such other party materially breaches a provision of this Agreement or Schedule, as applicable, and fails to cure such breach within thirty (30) calendar days after receipt of notice of such breach from the non-breaching party. If, in the sole judgment of the non-breaching party, such breach cannot reasonably be cured within such thirty (30) calendar day period, the non-breaching party may, in its sole discretion, grant the breaching party an additional thirty (30) calendar day period following the expiration of the first thirty (30) calendar day period in which to cure such breach; provided that the non-breaching party may terminate this Agreement or such Schedule, as applicable, immediately if the breaching party has failed to cure such breach within such second thirty (30) calendar day period.
- d. Either party may terminate this Agreement immediately upon notice to the other party if such other party (i) files for or has filed against it a bankruptcy petition and such petition is not dismissed within sixty (60) calendar days after the filing date, (ii) becomes insolvent or (iii) makes an assignment for the benefit of its creditors.

11. Effect of Termination

- a. Upon the expiration or termination of this Agreement,
 - i. all rights granted to Client under this Agreement will immediately terminate;
 - ii. Client will cease any further use of the Services.
- b. At ArcStratos request, Client will verify in writing to ArcStratos that Client has taken the actions described in Section 11(a)(ii). ArcStratos may destroy or otherwise dispose of any of the Client Data in its possession unless ArcStratos receives, no later than ten (10) business days after the effective date of the termination of this Agreement, a written request for the delivery to the Client of the then most recent back-up of the Client Data. ArcStratos shall use reasonable commercial efforts to deliver the back-up to the Client within thirty (30) calendar days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Client shall pay all reasonable expenses incurred by ArcStratos in returning or disposing of Client Data. Payments owed by Client as of the termination date shall become immediately due and payable.

12. Limitation of Liability

Except in the case of an infringement by client of any of ArcStratos' proprietary rights, neither party will be liable to the other party for any lost profits, lost data or special, indirect, incidental, consequential or punitive damages of any nature, for any reason, including, without limitation, the breach of this agreement or any termination of this agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if such party has been warned of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy of any kind. except as expressly set forth herein, all remedies, including, without limitation, the termination of this agreement and all of the remedies provided by law (and not excluded pursuant to the foregoing sentence) will be deemed cumulative and not

exclusive. in no event will the liability of ArcStratos under this agreement exceed the total fees paid by client hereunder during the twelve (12) months prior to the date any claim is made against ArcStratos.

13. Assignment

Client may not assign or otherwise transfer this Agreement or its rights and obligations hereunder without the prior written consent of ArcStratos, which consent will not be unreasonably withheld.

14. Force Majeure

Except for a party's payment obligations hereunder, neither party will be deemed in default of this Agreement to the extent that performance of its obligations, or attempts to cure any breach thereof, are delayed or prevented by reason of any act of God, fire, natural disaster, accident, terrorist attack, act of government, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party notice thereof. In the event of such Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure but not in excess of six (6) months.

15. Severability

If a court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or otherwise unenforceable for any reason, such provision will be deemed stricken to the extent that it is illegal, invalid or otherwise unenforceable. All remaining provisions will remain in full force and effect and this Agreement will be interpreted as if it had not contained the severed provision.

16. Governing Law

Issues regarding the validity, ownership or enforcement of any copyright, patent, trademark or other proprietary right licensed or sublicensed hereunder will be determined under the applicable law of the United States and the State of Florida, as applicable. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

17. Headings

Captions and section headings used herein are for reference purposes only and will not control or alter the meaning of this Agreement as set forth in the text.

18. Waiver

- a. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- b. Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

19. Notices

Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.

<p>If to ArcStratos:</p> <p>ATTN: Legal</p> <p>ArcStratos, Inc.</p> <p>3993 Pinstar Terrace</p> <p>North Port, Florida, 34287</p>	<p>If to Client: ATTN:</p> <p><client_attention_legal></p> <p><client_legal_address_1></p> <p><client_legal_address_2></p> <p><client_legal_city_state_zip></p>
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20. No Partnership or Joint Venture

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Disputes and Arbitration

- a. The parties agree that in the event of a dispute or alleged breach they will work together in good faith to resolve the matter internally by escalating it to higher levels of management and, if necessary, to use a mutually agreed upon alternative dispute resolution mechanism (other than arbitration) prior to resorting to arbitration. If the parties are unsuccessful at resolving said dispute or alleged breach, then the parties shall seek arbitration. Except as set forth in Section 5, the parties agree to submit to binding arbitration within six (6) months of the last event giving rise to any controversy arising out of this Agreement or involving the construction or application of any of the terms of this Agreement and to waive any statute of limitations to the contrary. Notification to the other party of a written request for arbitration shall comply with Section 20 governing Notices. Any timely and properly noticed request for arbitration shall be submitted to binding arbitration through the American Arbitration Association pursuant to its Commercial Arbitration Rules. Each party shall pay for its own attorneys' fees and costs for the arbitration. The parties shall split equally the cost of the arbitrator. Both parties are entitled to conduct discovery in accordance with any applicable law. The arbitrator shall apply Virginia and Federal law to the issues presented and shall issue a written memorandum of decision. The decision of the arbitrator shall be final and binding, and the parties waive the right to a jury trial, a trial de novo or appeal except for the purpose of enforcing the arbitrator's decision. The prevailing party will be entitled to recover reasonable attorneys' fees and costs of any action for enforcement, the amount of any such attorneys' fees and costs award to be determined by the Arbitrator.
- b. Except as set forth in Section 5 with regard to injunctive relief, the parties expressly state that it is their intent to arbitrate disputes between them. Therefore, this Agreement shall be construed so as to be consistent with applicable Federal and Virginia law and to be enforceable to the maximum extent allowable by law to provide arbitration as the forum to resolve their disputes. If necessary, any portion of this Agreement that is unenforceable by law shall be stricken, and the arbitrator or the court, as the case may be, shall have the power to reform this Agreement to the extent necessary to comply with applicable law and to give effect to the parties' intent that they shall arbitrate their disputes.

22. Publicity

Client grants ArcStratos permission to utilize the Client's trademarks, trade names, or other designations in any promotion, press release or publication.

23. Entire Agreement

Except as otherwise provided for herein, this Agreement constitutes the entire agreement between the parties pertaining to the ArcStratos SaaS and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written, between the parties with respect to the subject matter hereof. This Agreement will be binding on and inure to the benefit of the legal representatives, successors and permitted assigns of the parties. This Agreement may not be modified or refined unless amended by both Parties under a written and signed amendment. The issuance of any additional terms and conditions by either Party hereto included with purchase orders or other documents are null and void.

SIGNATURE PAGE FOLLOWS

ArcStratos:

ArcStratos, Inc.,
a Florida Corporation

By:

Printed Name:

Title:

Date:

Client:

By:

Printed Name:

Title:

Date:

SCHEDULE 1

Subscription Term and Fees

1. **Software**

ArcStratos DocuSign eSignature Connector

2. **Initial Subscription Term**

The initial two-year term of this subscription will commence upon the effective date of this Agreement.

3. **Renewal Period Term(s)**

Upon expiration of the initial subscription term, this subscription will be renewable annually based upon then current or negotiated subscription pricing.

4. **Subscription Fees**

Software Product	Quantity	Unit Cost	Total
Year 1			
ArcStratos DocuSign eSignature Connector	1	\$9,900.00	\$9,900.00
Year 1 Subtotal:			\$9,900.00
Year 2			
ArcStratos DocuSign eSignature Connector	1	\$10,395.00	\$10,395.00
Year 2 Subtotal:			\$10,395.00