

Agreement for Projectmates Software and Implementation Services

1. PARTIES TO AGREEMENT

1.1. Parties to this Agreement for Projectmates Software and Implementation Services Phase II (“Agreement”) are **Sonoma County Water Agency** (“Sonoma Water” or “Customer”) and **Systemates, Inc.**, a Texas corporation (“Service Provider” or “Systemates”).

2. CONTACT INFORMATION

Sonoma Water	Service Provider
Name: Steven Hancock 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-292-1195 Email: Steven.Hancock@scwa.ca.gov	Name: Hemant Bhawe 2435 N. Central Expressway, Suite 640 Richardson, Texas 75080 Phone: 214-217-4100 Email: Hemant.bhawe@systemates.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Email: accounting@systemates.com

3. SCOPE OF WORK

3.1. Service Provider shall perform the services described in Exhibit A (Scope of Work) and Exhibit C (Service Levels), attached hereto and incorporated herein by this reference.

4. PAYMENT

4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$225,720.

4.2. *Method of Payment:*

a. Service Provider shall be paid the lump sum amounts listed in the following table, regardless of the number of hours or length of time necessary for Service Provider to complete the services as mutually defined.

Description	Total
Year 1	\$130,970
Year 2	\$94,750

- a. Renewals: If Sonoma Water exercises its option to extend the term of the Agreement provided under Paragraph 5.2, the Agreement will be amended at amounts listed below.

Description	Total
Optional Year 3 Renewal	\$94,750
Optional Year 4 Renewal	\$101,382.50

- b. A breakdown of costs used to derive the lump sum amounts including, but not limited to, hourly rates, estimated travel expenses, and other applicable expenses, is specified in Exhibit B (Lump Sum Breakdown of Costs), attached hereto and incorporated herein by this reference. Service Provider shall not be entitled to any additional payment for any expenses incurred in completion of the services as mutually defined and agreed upon at time of contract execution.
 - c. Service Provider shall not be entitled to any additional payment for any expenses incurred in completion of the services as mutually defined and agreed upon at time of contract execution.
- 4.3. *Invoices:* Service Provider shall submit its bills on February 1 of each year, in a form approved by Sonoma Water. The bills shall show or include:
- a. Service Provider name.
 - b. Agreement title and TW 24/25-040.
 - c. Sonoma Water’s Project-Activity Code X0033A002.
- 4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* The term of this Agreement shall be from February 1, 2025, (“Effective Date”) to January 31, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. Sonoma County Water Agency’s General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Service Provider thirty days in advance of the expiration date noted in this Article.
- 5.3. *Commencement of Work:* Service Provider is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. **TERMINATION**

- 6.1. *Termination Without Cause:* At any time and without cause, Sonoma Water may terminate this Agreement by giving 5 business days written notice to Service Provider.
- 6.2. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Service Provider written notice of such termination, stating the reason for termination.
- 6.4. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Service Provider shall be entitled, to receive as full payment for all services satisfactorily rendered an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Service Provider bear to the total services otherwise required to be performed for such total payment; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Service Provider. Upon termination Service Provider shall submit to Sonoma Water an invoice showing the services performed up to the date of termination.

7. **INDEMNIFICATION**

- 7.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Service Provider's expense, subject to

Service Provider's approval, which shall not be unreasonably withheld. This indemnification obligation is limited by relating insurance coverage provided by Service Provider (Exhibit D, Insurance Requirements) on the amount or type of damages or compensation payable to or for Service Provider or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

8. INSURANCE

8.1. With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

9. INDEPENDENT CONTRACTOR

9.1. Service Provider is an independent contractor, working under its own supervision and direction and is not an agent or employee of Sonoma Water. Service Provider agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

10. CONFIDENTIALITY AND OWNERSHIP

10.1. Sonoma Water retains the exclusive right of ownership to the work, products, inventions and confidential information produced for Sonoma Water by Service Provider, and Service Provider shall not disclose any information, whether developed by the Service Provider or given to Service Provider by Sonoma Water. This clause pertains only to materials developed specifically under this Agreement. Sonoma Water makes no claim to Service Provider's existing intellectual property.

11. SERVICE PROVIDER STANDARD OF CARE

11.1. Sonoma Water has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. Service Provider hereby warrants that all of Service Provider's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Service Provider's work by Sonoma Water shall not operate as a waiver or release.

12. COMPLIANCE WITH LAWS

- 12.1. Service Provider shall comply with all applicable federal, state, and local laws, rules and regulations including, without limitation, nondiscrimination laws, Sonoma County Ordinance No. 4291 and 4520 (prohibiting AIDS Discrimination).

13. EXTRA OR CHANGED WORK

- 13.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

14. SOFTWARE/COMPUTER APPLICATION PURCHASE ONLINE ACCESSIBILITY

- 14.1. *Accessibility:* Sonoma Water policy requires that all Sonoma Water websites and web-based applications must be accessible to staff members and members of the public with disabilities which have user access rights to Projectmates as defined by Sonoma Water.
- 14.2. *Standards:*
- a. Service Provider shall certify that all Electronic and Information Technology ("EIT") products, services, or other deliverables (collectively "EIT Deliverables") furnished hereunder that will be made available to members of the general public in connection with Sonoma Water's ordinary course of business, comply with the following accessibility standards:
 - i. Federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).
 - ii. County of Sonoma's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
 - iii. County of Sonoma's Web Site Accessibility Policy is available online at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

- b. The foregoing standards shall collectively be referred to hereinafter as “Sonoma Water Accessibility Standards.” For the purposes of this Agreement, the term “EIT” shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term “Information Technology” includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
 - c. Service Provider will have no obligation for compliance defined here within relating to user equipment used to access Projectmates. Service Provider obligations are restricted to Projectmates capabilities independent from the user access equipment.
- 14.3. *Noncompliant EIT; Obligation to Cure:* If Sonoma Water, in its sole and absolute discretion, determines that any EIT Deliverable does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Service Provider in writing. Upon such notice, Service Provider shall, without charge to Sonoma Water, repair or replace the non-compliant EIT Deliverables within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water’s right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order;
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom EIT Deliverables developed by Service Provider for Sonoma Water as clearly defined in a mutually agreed upon Scope of Work and contract amendment, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor.
- 14.4. *Upgrades Upon Renewal or Extension:* Notwithstanding the foregoing, Sonoma Water may accept EIT Deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water’s best interest. For every EIT Deliverable accepted by Sonoma Water that does not fully comply with Sonoma Water Accessibility Standards, Service Provider shall, if mutually agreed by Service Provider and Sonoma Water, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

- 14.5. *Warranty; Indemnity:* Service Provider represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold Sonoma Water harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Sonoma Water, its officers, agents, or employees arising out of or related to Service Provider's breach of this Article 14. Said claims and expenses will be limited by insurance coverage provided by Service Provider (Exhibit D, Insurance Requirements).

15. CONTENT ONLINE ACCESSIBILITY

- 15.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 15.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 15.3. *Certification:* With each final deliverable intended for public distribution (report, presentations posted to the internet, public outreach materials), Service Provider shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 15.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 15.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Service Provider except when materials originate from users as part of the content management services provided by Service Provider. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Service Provider in

writing. Upon such notice, Service Provider shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for Sonoma Water as clearly defined in a mutually agreed upon Scope of Work, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor.

15.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

16. STATUTORY COMPLIANCE/LIVING WAGE ORDINANCE

16.1. Service Provider agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Service Provider expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

17. AUTHORITY

17.1. The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Service Provider.

18. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

18.1. While doing the work required by this Agreement, Service Provider may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential

("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Service Provider, Service Provider and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Service Provider shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Service Provider is required to respond to the request. Upon termination of this Agreement, Service Provider shall return Confidential Information in its possession, including copies, to Sonoma Water. Service Provider's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Article 10 (Confidentiality and Ownership), Service Provider agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

19. APPLICABLE LAW AND FORUM

19.1. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

20. MERGER

20.1. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

21. SIGNATURE(S)

21.1. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an

original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 24/25-040

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Systemates, Inc., a Texas corporation

By: _____
Grant Davis
General Manager

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

DRAFT

EXHIBIT A

Scope of Work

1. Implementation Services.

Implementation Services consist of discovery sessions, configuration of the Software, and training. Systemates will notify Customer when the Application Services are accessible for normal use on a date mutually agreed by the Parties. The Application Services are subject to a reasonable acceptance period by Customer that will be five business days, unless otherwise indicated on Schedule B. Customer shall evaluate the Application Services and indicate its acceptance or rejection to Systemates. If the Service or Software is deemed not acceptable by Customer within this acceptance period, then Customer may, at its option, request that Systemates correct the error or defect within the mutually agreed period. If Customer does not reject the Application Services within the acceptance period, they will be deemed accepted.

2. Application Services.

2.1 The Application Services, commonly referred to as “Projectmates”, is an online project management software designed to automate construction processes, promote collaboration, and simplify workflows. The Application Services help manage projects from pre-design activities, through selection of the architect, design, acquisition of construction, management of move-in, and post-construction activities. The appearance, terminology and workflow processes can be customized. Authorized Users can share drawings, documents, meeting minutes, discussions, project budgets, invoices and other management processes through a web browser.

2.2 Systemates will make the Application Services available to each of Customer’s employees, agents, representatives, contractors, and/or consultants who are permitted to use the Application Services under the terms of this Agreement (“**Authorized Users**”).

2.3 Customer will access and manage the Application Services by means of user accounts assigned to each Authorized User (each, a “**User Account**”). Customer shall assign appropriate passwords to each User Account and shall keep the passwords secure. Customer shall, and shall cause the Authorized Users, to: (i) notify Systemates immediately of any unauthorized use of any password or User Account or any other known or suspected breach of security; and (ii) not impersonate another person or provide false identity information to gain access to or use the Application Services. Systemates may remove or suspend any User Account affected by the activities described in this Section 2.3.

3. Professional Services.

Systemates offers a variety of professional services, including building custom reports, integration, supplemental training, and implementation configuration (collectively, “**Professional Services**”). If Customer requests Professional Services, the Parties will mutually agree upon the terms of the Professional Services under a statement of work or work order.

4. Escalated Support.

If Customer purchases escalated support, during the first one month of the rollout, Systemates will meet with the core implementation team monthly (or more if needed) to address questions about the functionality of the system, review user adoption, provide guidance in best practices for usage, and offer impromptu mini trainings as reasonably needed.

5. Customer Responsibilities.

Customer will appoint a “**Site Administrator**” whose duties include adding or removing User Accounts, adding or removing User Accounts from projects, creating and changing passwords related to User Accounts, assigning user roles to User Accounts, adding and managing company profiles, adding and managing vendors, general managing the Application Services, providing Tier 1 support and training to Authorized Users, creating and managing projects, managing project templates (including access rights and structure), managing financial approvals, configuring project information fields and site layout, modifying the dashboard in the report module, and building and maintaining custom business processes. Each Site Administrator must complete the Site Administrator Training detailed on Schedule B. If Customer appoints a Site Administrator who has not completed the training, Systemates may suspend Technical Support until the training is completed. Tier 1 support means that Authorized Users contact Customer’s Site Administrator for initial support. If the Site Administrator cannot resolve the issue after using reasonable efforts to do so, the Site Administrator will contact Systemates for Tier 2 support, and Systemates will work with the Site Administrator to resolve the issue.

EXHIBIT B

Lump Sum Breakdown of Costs

1. Initial Setup		One-time	Annual
- Set up dedicated private environment in Microsoft Azure cloud		Included	
- Custom web address (https://SCWA.Projectmates.com)			
- Customized portal page to reflect your corporate branding			
- Provisioned for 300 projects and 500 GB storage			
	Sub-Total	\$0	
2. Annual Licensing Fee	Quantity	One-time	Annual
- Total Named User Seats	90		\$81,000
- Users with Reporting Access (requires named user acct)	20		
- Users with Site Admin Access (requires named user acct)	2		
- Upgrades, Updates and 24/7 server monitoring			
	Sub-Total		\$81,000
3. Implementation*	Quantity	One-time	Annual
Implementation Technical Services			
- Number of Technical Services Hours up to:	80	\$14,800	
Discovery/ Fact Finding Meeting			
- Meetings with client team and departmental SMEs			
- Collect sample documents, budgets, schedules, etc.			
- Discuss workflows, approval paths, routing, etc.			
Configuration			
- Configuration of Projectmates software, project templates			
- Validation Workshop			
- Role Play with client team, day in the life of a project			
- Walk through project from planning to close out in software			
<i>*All services performed online. Additional time and expenses will be billed for on-site meetings.</i>		Sub-Total	
		\$14,800	
		Total	
4. Training*	Quantity	One-time	Annual
- Admin & Power User training: 3-hour web-based trainings	4	\$4,900	
- User Training: 3-hour web trainings (up to 10 users)	3	\$3,330	
- Escalated Support following implementation	2 Months	\$4,640	
<i>*All services performed online. Additional time and expenses will be billed for on-site meetings.</i>		Sub-Total	
		\$12,870	
		Total	
5. Add-On Menu (Not Included)		One-time	Annual
- Additional User licenses up to 100 users (10 user block) price per user		\$100	\$750
- Additional User licenses over 100 users (10 user block) price per user		\$100	\$600
- Additional Report Users (project user license purchased separately) per user		\$100	\$375
- Additional 3-hour web-based training session (up to 10 attendees)		\$1,110	
- Additional pack of 10 hours of non-programming consulting (pre-paid)		\$1,850	
- Additional pack of 100 GB storage			\$600

6. Additional Features	Rate		Quantity	Amount	
	One-time	Annual		One-time	Annual
- 2D/3D/BIM/PDF Viewer & Markup module	\$0	Included	1		Included
- Asset Planning	\$3,300	\$3,000	0	N/A	N/A
- Single Sign-On (SSO)	\$3,700	\$6,000	1	\$3,700	\$6,000
- Capital Planning	\$6,600	\$6,000	1	\$6,600	\$6,000
- Flat-file Integrations - Budget, Invoice, CO (Separate SFTP or Amazon S3 Account required to be hosted by client)	\$7,400	\$6,000	0	N/A	N/A
- Power BI Integration (Separate Power BI Account is Reqd.)	\$5,850	\$5,400	0	N/A	N/A
- Access to API	\$14,800	\$10,000	0	N/A	N/A
- DocuSign Integration (Separate DocuSign Account is Reqd.)	\$1,200	\$1,000	0	N/A	N/A
- GIS/ArcGIS ESRI Integration**	\$3,300	\$3,000	0	N/A	N/A
			Sub-Total	\$10,300	\$12,000

**Cost for Discovery / setup may vary based on requirements.

Note: Technical Services are billed at \$225 per hour. Billable hours for custom integrations and custom reports vary by Customer requirements. Actual Technical service hours will be determined after a SOW or work order is complete. A typical custom integration takes between 80-100 hours to complete.

7. Maintenance & Support	Included
Annual Software maintenance for free product updates, and upgrades, as well as live technical support for Site Admins (tier-2) via email, support portal or phone during support hours (Monday to Friday 8:30 am to 5:30 pm CST).	

Totals	One-time	Annual
1. Initial Setup	\$0	
2. Annual Licensing Fee		\$81,000
3. Implementation	\$14,800	
4. Training	\$12,870	
6. Additional Features	\$10,300	\$12,000
	Sub-Total	\$37,970
		\$93,000

Note: TX, NJ and WA Companies must pay sales tax, to be added to the invoice.

Payment Plan

Due at the time of signing (Feb 1, 2025)	Total	\$130,970
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Renewal on Feb 1, 2026

- Annual Licensing Fee (90 users)	\$81,000
- Annual Additional Features Fee	\$12,000
- Annual Review & Training (One 3-hour web-based training - up to 10 users)	\$1,750
Total	\$94,750

Exhibit C

Service Levels

1. Service Levels.

Service Availability is computed using the following definitions.

a. *Application Services:* Systemates Application Service, accessible over the network via web protocols, up to and including Systemates' Internet connection.

b. *System Outage Hours:* Total time during a given month in which the Application Service is unavailable, excluding Schedule Maintenance and time during Force Majeure events. Network problems beyond that point, such as ISP problems, Internet backbone problems or Customer network problems, are excluded. Problems caused by software running on Customer's computers are also excluded.

c. *Total Hours:* Number of hours contained in a month.

d. *Service Availability:* The percentage of Total Hours during a given month in which the System was available is computed by multiplying 100 by the following calculation (expressed as a percentage):

$$\frac{\text{Total Hours} - \text{System Outage Hours}}{\text{Total Hours}}$$

2. Service Level Credit.

Where Service Availability is below 99% but above 97%, Systemates will issue a service level credit equal to 5% of the pro-rata portion of the annual subscription fee for that month. Customer will receive a service level credit of an additional 5% of the monthly subscription fee for each percentage point Service Availability falls below 97%, up to a maximum of 25% of monthly portion of the annual subscription fee for that month. To receive a credit, Customer must submit a request to Systemates within 15 days after the month in which Service Availability was below 99%. Any credit will be applied against subsequent subscription fees due to Systemates.

3. Customer Service.

For general service or support issues, Customer may contact Systemates' Customer Support Center at support@systemates.com or 214.217.4100 Extension 2. Systemates will use reasonable efforts to provide an acknowledgement within eight hours during regular support hours Monday to Friday 8:30 AM to 5:30 PM US Central Time. If the issue cannot be resolved within a 24-hour period, we will continue to update you with additional information as it is available.

In case of a "Server Down" situation beyond our regular support hours, Customer can contact Customer Support by calling 214.217.4100 ext. 211. If issues are encountered with the Application Services, Systemates will address reported issues according to the following priority levels:

Priority	Description	Action & Response
Red: System Down	System Down: Site not operational and no workaround is available.	Systemates will work continuously until resolved. Target resolution goal is within 4 hours of a reproducible case being reported. (Excludes system outages caused by force majeure, i.e. acts of God, war, civil unrest, acts of government and any other circumstances beyond Systemates' reasonable controls).
Orange: Severe Impact	Severe Impact: A major function is not working (unable to utilize a specific portion of the application). Reproducible Errors which result in a lack of application functionality or intermittent system failure.	Good faith efforts by Systemates to provide: A workaround within 24 hours of notification. If a workaround is provided, then a plan for correction of the Error will be provided within 10 business days of notification, with a target for completion within 30 business days; or If a workaround is not provided, then a plan for correction of the Error will be provided within 5 business days of notification for completion within 10 business days.

EXHIBIT D

Insurance Requirements

With respect to performance of work under this Agreement, Service Provider shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Service Provider from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Service Provider has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.
 - e. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Service Provider maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Service Provider in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Service Provider currently owns no autos, Service Provider agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Technology Errors and Omissions Insurance

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Service Provider in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy

violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of Sonoma Water in the care, custody, or control of Service Provider. If Service Provider maintains broader coverage and/or higher limits than the minimums shown above, Sonoma Water requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Sonoma Water.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.6. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 24/25-040.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency , 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

- e. Service Provider shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

- a. Service Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

- a. If Service Provider fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Service Provider resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Service Provider, Sonoma Water may deduct from sums due to Service Provider any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.

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