

DRAFT Agreement for Upgrade and Migration to DocuShare 7.7 in the Xerox Private Cloud

1. PARTIES TO AGREEMENT

- 1.1. Parties to this Agreement for Upgrade and Migration to DocuShare 7.7 in the Xerox Private Cloud (“Agreement”) are **Sonoma County Water Agency** (“Sonoma Water”) and DocuShare LLC, a Limited Liability Company (“Service Provider”).

2. CONTACT INFORMATION

Sonoma Water	Service Provider
Name: Stacey Wilkbrooks 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-524-1168 Email: Stacey.Wilkbrooks@scwa.ca.gov	Name: Beth Ann Moore 201 Merritt 7 Norwalk Connecticut 06851-1056 Phone: 573.855.5563 Email: beth.moore@xerox.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above

3. SCOPE OF WORK

- 3.1. Service Provider shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference, and provide five years of Private Cloud Subscription Service pursuant to the terms and conditions in Exhibit B.

4. PAYMENT

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$172,014.26.
- 4.2. *Method of Payment:* Service Provider shall be paid in accordance with the following terms:
- a. For Professional Services:
 - i. Service Provider shall be paid at the rate of \$200 per hour up to 72 hours to perform services described in Exhibit A. Billed hourly rates shall include all costs for overhead and any other charges. This cost shall not exceed \$14,400.
 - ii. Service Provider shall not be entitled to reimbursement for expenses incurred in completion of the services described in Exhibit A.

- b. For Hosting and Storage:
- i. Service Provider shall be paid the amounts listed in the following table for hosting and storage. Service Provider shall not be entitled to any additional payment for any expenses incurred in completion of the services.

Description	Total
Year 1 DocuShare Private Cloud Service Subscription, 50 Users, Support and 1TB of replicated storage ¹	\$25,200
Year 1 DocuShare Cloud Additional 1TB of Storage	\$5,760
Year 2 DocuShare Private Cloud Service Subscription, 50 Users, Support and 1TB of replicated storage	\$25,200
Year 2 DocuShare Cloud Additional 1TB of Storage	\$5,760
Year 3 DocuShare Private Cloud Service Subscription, 50 Users, Support and 1TB of replicated storage	\$25,200
Year 3 DocuShare Cloud Additional 1TB of Storage	\$5,760
Year 4 DocuShare Private Cloud Service Subscription, 50 Users, Support and 1TB of replicated storage	\$25,956
Year 4 DocuShare Cloud Additional 1TB of Storage	\$5,932.80
Year 5 DocuShare Private Cloud Service Subscription, 50 Users, Support and 1TB of replicated storage	\$26,734.68
Year 5 DocuShare Cloud Additional 1TB of Storage	\$6,110.78
TOTAL	\$157,614.26

- 4.3. *Invoices:* For professional services, Service Provider shall submit its bills in arrears on a monthly basis, based on work completed for the period, for hourly work in a form approved by Sonoma Water. For hosting and storage, Service Provider shall submit its bills upon final acceptance of work under the appropriate item for lump sum work, in a form approved by Sonoma Water. The bills shall show or include:
- a. Service Provider name.
 - b. Agreement title and TW 23/23-043.
 - c. Sonoma Water's Project-Activity Code X0370D021.
 - d. For hourly work: Task performed with an itemized description of services rendered by date.
- 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.

¹ Private Cloud Terms and Conditions are contained in Exhibit B

4.5. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Service Provider for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Service Provider does not qualify, as described in Paragraph 4.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 4.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 2 of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.6. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2024/2025	\$45,360
2025/2026	\$30,960
2026/2027	\$30,960
2027/2028	\$31,889
2028/2029	\$32,846

- b. Availability of Funding:
 - i. Funding is available for the current Fiscal Year.
 - ii. Sonoma Water’s performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water’s Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water’s Board of Directors for the purpose of this Agreement.
 - iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water’s Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Service Provider to reflect the reduced amount.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* The term of this Agreement shall be from October 8, 2024, (“Effective Date”) to October 7, 2029, unless terminated earlier in accordance with the provisions of Article 4 (Termination).
- 5.2. *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.

7. INSURANCE

- 7.1. 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 C (Insurance Requirements).

8. EXTRA OR CHANGED WORK

- 8.1. 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.

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. SERVICE PROVIDER STANDARD OF CARE

10.1. 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 of release.

11. COMPLIANCE WITH LAWS

11.1. 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) and including all state and local orders and guidance related to COVID-19 as may be amended from time to time.

12. STATUTORY COMPLIANCE/LIVING WAGE ORDINANCE

12.1. 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.

13. APPLICABLE LAW AND FORUM

13.1. 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.

14. FORCE MAJEURE

14.1. Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by a "Force Majeure Event" (defined as any cause or circumstance beyond the reasonable control of the party invoking this provision including, without limitation, unforeseeable causes that are outside of the reasonable control of the party due to war, act of a public enemy or terrorist, act of sabotage, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated party, strike or other labor dispute, riot, inability to secure materials and/or transportation, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity, or other similar causes, to the extent that they are outside of the reasonable control of the party). If such a circumstance occurs, the party whose performance is delayed or prevented shall undertake reasonable action to notify the other party thereof and shall take commercially reasonable steps to quickly resume its performance.

15. MERGER

15.1. 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.

16. SIGNATURE(S)

16.1. *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 facsimile, electronic mail (including PDF), 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 ESIGN 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.

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 23/23-043

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

Approved as to form:

By: _____
Verne Ball, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

DocuShare LLC, a Limited Liability Company

By: _____
Grant Davis
General Manager

By: _____

(Print name here)

Title: _____

Date: _____

Date: _____

EXHIBIT A



Statement of Work for

DocuShare Implementation Services

Sonoma County Water Agency DocuShare
6.0 Upgrade and Migration to DocuShare 7.7
in the Xerox Private Cloud

Date: **March 21, 2024**, Version **1.4**

Expires: **December 20, 2024**

Prepared by: **Armand LeBeau**, Solutions Consultant
Beth Moore, Regional Sales Manager

1) PROJECT SCOPE

This Statement of Work (“**SOW**”) for DocuShare Technical Implementation Services is made by and between DocuShare LLC (a Xerox company) as (“**Supplier**”) and Sonoma County Water Agency (“**Customer**”) to provide the specific and limited services of configuring a DocuShare solution as outlined herein.

The goal of this SOW is to migrate and upgrade Customer’s existing on-premise DocuShare 6.0 platform to DocuShare 7.7 on the Xerox Private Cloud. As part of upgrade, DocuShare 7.7 will be configured to use Customer’s Azure AD service via SAML 2.0 for authentication (the “**Solution**”).

Supplier is providing a not-to-exceed estimated **seventy-two (72)** hours of technical installation assistance services including project management to work on the following high-level tasks (“**Services**”):

ACTIVITY	DESCRIPTION
Kickoff and Planning	<ul style="list-style-type: none"> - Review the SOW to make sure it is understood and that it is reflecting expectations - Identify each person’s role in the project - Perform Discovery and Design to establish final Business Requirements of the Solution - Establish and document that final Business Requirements do not exceed SOW limits - Develop a Project Plan to guide the sequence and schedule of this project
DocuShare Server/Flex installation	<ul style="list-style-type: none"> - Install DocuShare 7.0 in Customer private cloud environment by Supplier cloud team. - Apply patches and fixes to bring the server to the latest patch level - Configure private cloud sFTP for CIM file transfer
DocuShare Server Migration and Upgrade	<ul style="list-style-type: none"> - Migrate DocuShare 6.0 database to new server and upgrade schema to DocuShare 7.7 - Migrate configuration and content (175k files / 125 GB) to new server - Upgrade new server from DocuShare 6.0 to DocuShare 6.6.1 and apply patches - Upgrade new server from DocuShare 6.6.1 to DocuShare 7.0 and apply patches - Upgrade new server from DocuShare 7.0 to DocuShare 7.7 and apply patches - Configure DocuShare 7.7 to use SSO authentication to Customer’s Azure AD service via SAML 2.0
Testing	<ul style="list-style-type: none"> - Perform quality assurance testing of the Solution - Remote support of User Acceptance Testing (UAT) <ul style="list-style-type: none"> o Up to two (2) hours of UAT support is included with the SOW² o UAT shall not exceed ten (10) days of Customer testing - Remediate UAT issues from Customer UAT feedback - UAT review & signoff meeting

² Remote support of the Customer’s UAT effort is limited to a two (2) hour review of the configurations and upgraded DocuShare environment. The customer has ten (10) business days to provide the Xerox delivery team

ACTIVITY	DESCRIPTION
Knowledge Transfer	<ul style="list-style-type: none"> - Deliver knowledge transfer, including the following high-level items: - DocuShare (Sessions may be recorded for Customer use) <ul style="list-style-type: none"> o End User: Up to six (6) remote sessions of not more than one (1) hour. <ul style="list-style-type: none"> ▪ Interface features ▪ Document structure ▪ Adding and managing content ▪ Searching o Administrator: One (1) remote session of not more than two (2) hours. <ul style="list-style-type: none"> ▪ Users and groups management ▪ Access permissions management ▪ Monitoring and managing workflow ▪ Solution operations
Deliverables review and signoff	<ul style="list-style-type: none"> - Review all project deliverables - Review process of engaging DocuShare Support - Project completion signoff

Effort and Schedule:

- Services will be delivered as off-site (remote) services only. Please refer to the “Customer Responsibilities” section for requirements to support remote access and training delivery
- All Services will be provided during normal business hours (8am-5pm Monday-Friday in the Customer local time zone)
- Supplier will provide the delivery and coordination of the Services to assist the Customer throughout the Project.
- Supplier may assist the Customer with additional time and effort for support beyond those tasks identified in the Project Scope section above, but those activities and their associated costs are not included in this Statement of Work.
- All Services shall be performed on mutually agreeable dates.
- Upon agreement by Customer and Supplier of dates for delivery of Services, an email confirmation will be provided, and the services shall be deemed scheduled. Both Supplier and Customer shall use commercially reasonable efforts to attend all scheduled Services meetings. The repeated cancellation of Services meetings may result in project delay and additional costs.
- Customer may reschedule or cancel previously scheduled Services without penalty up to five (5) business days prior to the scheduled date. Services that are cancelled or rescheduled with less than five (5) business day notice will be charged one (1) full day fees.
- Customer acknowledges and agrees that once the Services have begun, Customer shall cooperate with Supplier for the duration of the Services schedule. In the event Customer delays work in the middle of the Project, Customer shall be responsible to Supplier for the days delayed and Supplier shall submit a Project Change Request to modify the completion date and additional costs for Project completion.
- Customer acknowledges and agrees to provide Supplier with prompt and adequate responses to its requests for information and other requests related to the Services to be performed under this SOW.

with a list of configuration and upgrade issues, otherwise the configuration and upgrade will be deemed as accepted.

In the event that Supplier has made a request and Customer has not responded promptly with the requested information, Supplier may issue a “Final 5-Day Project Notice” (“Final Notice”) to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Supplier shall be relieved of any further obligations which have not been completed under the SOW and Customer shall remain liable for payment of all Technical Services delivered. Any and all services requested by Customer following the expiration of the aforementioned five (5) day period will require Customer and Supplier to execute a new SOW and Customer shall be responsible for any additional Services fees contemplated there under, even if listed in the original SOW.

- All professional services will be deemed as delivered and complete when all tasks of this SOW are executed.
- In the event that all hours are expended in good faith and all deliverables are not completed, customer may either accept the work as completed, or issue a Project Change Request to increase the hours and continue working on the deliverables.

System requirements:

- For DocuShare server: <https://www.xerox.com/en-us/services/enterprise-content-management/docushare/system-requirements>

2) CUSTOMER RESPONSIBILITIES

Customer is responsible for the following actions, which are necessary to ensure Supplier’s effective delivery of the Services described in this SOW within a timely manner:

- Provide a single point-of-contact (typically the Project Sponsor or Project Manager) with signoff authority to work with Supplier and affirm project completion who is fluent in the English language
- Provide access to key Customer IT resources during the install: server administrator, network administrator, and database administrator
- Provide access to key Customer personnel with knowledge of the current environment and business processes
- Coordinate/facilitate communication between Supplier personnel and Customer personnel who support this effort
- Prior to project start (mandatory), provide the following:
 - Provide any required network connections from the server location to the workstation installations
 - Perform a backup of the current DocuShare production environment (install directory, database tables) per Supplier instructions before test and production installs
 - Provide / enable remote access to all servers and Customer systems involved in this project, including administrative accounts (OS and Database)
 - Provide secure remote access to all servers defined in this SOW
 - Support/participate in all installation activities, if possible.
- Supplier recommends that the DocuShare system administrator “ride along” for the majority of the time spent on installation, upgrade, and configuration
- The Customer will not share any software code or confidential intellectual property belonging to the Customer or any other company with Supplier or its employees or contractors
- The Customer is responsible for creating scripts and executing User Acceptance Testing (UAT) on the completed Solution to verify that the Business Requirements have been correctly implemented.

- For CIM ingestion of content, Customer is responsible for providing metadata files that meet the requirements of the CIM File Guide that is attached to this SOW.

3) PROJECT ASSUMPTIONS AND RISKS

PROJECT ASSUMPTIONS

This proposal is based upon the following assumptions:

- The information provided to Supplier prior to the development of this SOW is accurate
- Supplier will have at least four weeks from date of acceptance, as evidenced by a Customer authorized signature on this document, to plan, staff and begin the proposed project

PROJECT RISKS

The identified risks to the project schedule or costs are:

- Availability of Customer staff to participate in the project
- Availability of remote access

4) TERMS AND CONDITIONS

Project Change Request

- During the engagement, if Supplier discovers information that would change the scope of the project, as defined in the agreed-to SOW, a Project Change Request (“PCR”) will be introduced for approval. The PCR will identify revised tasks along with an adjusted price associated with the required change(s). The PCR will describe the change(s), the rationale for the change(s), and the effect the change(s) will have on the project timeline/budget/technology/quality.
- The Customer will review the proposed change(s) and will a) approve, b) reject, or c) approve for further investigation.
- If further investigation is required, Supplier may specify reasonable charges for such investigation. If the investigation is authorized, the designated Customer contact will sign the PCR, which will constitute approval for the investigation charges. The Customer will be responsible for any investigation charges, if applicable. The investigation will determine the impact the proposed PCR will have on price, schedule and other terms and conditions of the SOW.
- A PCR must be signed by all parties to authorize implementation of the investigated changes. Such price, schedule and other terms shall be reasonable and consistent with the Terms of this SOW, as applicable.

Delay or Abandonment

- A successful project requires diligence and timely participation by both Parties. In the event that the Customer delays the engagement by not delivering against defined commitments, not scheduling or participating in required events, or otherwise extending the timeline of the engagement, Supplier reserves the right to adjust the delivery dates and the professional fee and re-invoice the Customer for any additional work and associated incurred costs that result from the delay. Further, if the Customer’s team ceases to interact with Supplier for a period of more than four weeks, the project will be deemed to be concluded and final billing will be submitted.

Completion

- The project will be complete when the effort estimated (hours) for the work plan presented above is exhausted, and the SOW will be terminated.
- Upon completion of the project, Supplier will submit an Acceptance Sign-Off document for signature by the authorized Customer representative. This document summarizes the deliverables outlined in the SOW and any relevant PCR(s). Signature by the Customer representative signifies completion

of the project defined by that SOW and any relevant PCR(s). If the Customer does not return the signed Acceptance Sign-Off document to Supplier within five (5) business days of the Acceptance Sign-Off document submission, the Acceptance Sign-Off document is deemed accepted by Customer and Supplier is entitled to proceed with final billing.

Limitation of Liability

- In no event will Supplier be liable to the Customer for any special, indirect, incidental or consequential damages (including but not limited to damages related to data loss, LOST PROFITS or business interruption) in any way arising out of or relating to the subject matter of this SOW. In addition, Supplier’s liability to the Customer for direct damages will in no event exceed the fees paid for the Services provided under this SOW.

SOW Validity

- SOW Validity. This SOW is valid for a period of ninety (90) days. If the SOW is not signed within the ninety-day time period, an updated SOW must be requested.
- An updated SOW may include a change in the deliverables, terms, and/or pricing.
- The SOW must be signed in order to proceed with work.
- Supplier is not bound by any SOW or scope document that is not signed by authorized representatives of both Parties.
- Upon receipt of a signed Agreement; Supplier has thirty (30) days in which to assign the SOW to a Delivery Engineer. The Delivery Engineer will engage the Customer and schedule a kickoff meeting. During the kickoff meeting an implementation timeline and project plan will be developed.

5) COMPLETION

By signing below, Customer acknowledges completion of objectives defined in Project Scope and approves final billing.

Customer

DocuShare

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

DocuShare Hosting Services Agreement: Private Cloud

This Hosting Services Agreement (“HSA”) a.k.a. “**Private Cloud Subscription Service**” is between DocuShare LLC (“DocuShare” or “Service Provider”, a Xerox company) and Sonoma County Water Agency (“Customer”) as an integral part of the agreement to which this EXHIBIT is attached.

NOTE: Customer is directed to pay particular attention to paragraph 10.c and section 12.

1. Definitions

- a. “Affiliate” means any legal entity that directly or indirectly controls, is controlled by or is under common control with Customer or Service Provider, as applicable.
- b. “Authorized User” means Customer employees, employees of Customer Affiliate, and outsourced service providers under contract to and acting solely on behalf of Customer.
- c. “Business Partner” has the meaning set forth in section 2
- d. “Bandwidth Overage Charges” means Service Provider’s then-standard charges for bandwidth in excess of the outbound or download bandwidth limit of 85GB per month per Service (\$0.64/GB as of this agreement).
- e. “Customer Data” means any data, data files, written text, graphics, messages, images, videos, compilations, computer software, and/or other information or materials of any nature whatsoever, provided by Customer in the course of implementing and/or using the Service.
- f. “Documentation” means the user guide, installation guide, and all other documentation provided in association with the Service or Software, in hard copy or electronic format.
- g. “Effective Date” as defined in the agreement this HSA is attached to.
- h. “Emergency Maintenance” means any maintenance that, in Service Provider’s sole discretion, is necessary to avoid an immediate threat to the Service Provider private cloud or Service Provider datacenter.
- i. “Fees” means the annual fees for Service and Support under the terms of this HSA.
- j. “Registration Data” has the meaning set forth in section 5.
- k. “Scheduled Maintenance” means a maintenance window of 10:00 PM Saturday until 2:00 AM Sunday (Mountain time).
- l. “Service” means the Software in a hosted format accessed through a web portal and its associated Documentation.
- m. “Software” means the DocuShare® software program for document management described in the Documentation, including all third-party content and updates, upgrades, modifications, and improvements made available, while maintenance fees are up-to-date, by Service Provider from time to time hereunder.
- n. “Storage Charges” means Service Provider’s then-standard charges for (a) dynamic expansion of storage capacity beyond levels contracted in the agreement and (b) the addition of data storage bundles above the limit stated in the approved Customer order.
- o. “Support” means the maintenance and technical support offering described in HSA EXHIBIT A and purchased by Customer as part of the HSA.
- p. “Transaction Taxes” means any and all taxes that are required to be paid in respect of any transaction and resulting amounts payable under this HSA, including but not limited to sales, use, value added taxes, services, rental, excise, transactionally-based gross receipts, and privilege taxes, plus any interest and/or penalty thereon. Transaction Taxes do not include taxes on Service Provider's income, capital, or employment, or taxes for the privilege of doing business.
- q. “Uptime” means the period of time that the Customer has connectivity to the Service.

- r. "User Account Information" has the meaning set forth in section 5.b.
- s. "User License" means a single login authorization to use software installed on the Service, as either a singular "Named" user dedicated to an individual or as a "Concurrent" user drawing from a pool of available usage licenses.
- t. "Withholding Taxes" means any and all taxes or amounts that the Customer is required by applicable law to withhold or deduct from any amounts payable pursuant to this HSA.

2. **Business Partner**

- a. Service Provider and its Affiliates have entered into agreements with other organizations ("Business Partner") to promote and market the Service and Support. When Customer purchases the Service and/or Support through a Business Partner, Service Provider confirms that it is responsible for providing the Service under the terms of this HSA. Service Provider is not responsible for:
 - (i) The actions of Business Partner;
 - (ii) Any additional obligations the Business Partner may undertake to Customer; or
 - (iii) Any products or services that Business Partner may supply under any separate agreements between a Business Partner and a Customer.

3. **License Grant**

- a. Subject to the terms and conditions of this HSA and for the duration of the Term, Service Provider grants Customer a limited, nonexclusive, nontransferable, non-sublicensable license to access and use the Service and display content solely for Customer's internal business operations, limited to the number of active logged in Authorized Users that shall not at any time exceed the number of User Licenses purchased and assigned to the Service. Customer shall cause Authorized Users to be bound by and is responsible and liable for Authorized Users' compliance or noncompliance with the terms of this HSA.
- b. Customer shall not, and shall not authorize any third party, to:
 - (i) Use or provide the Service on a service bureau, outsourcing, renting, or time-sharing basis;
 - (ii) Copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or Software or any part thereof;
 - (iii) Otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service/Software.
 - (iv) Attempt to access, or assist any other party to access, the Service by any means other than through the interface and method provided and authorized by Service Provider.
- c. Customer acknowledges and agrees that Service Provider and its licensors own all right, title and interest in and to all intellectual property rights in the Service and the Software. Any rights not expressly granted herein are reserved by Service Provider. Except for the limited right to use the Service stated herein, Customer has no right to use any intellectual property of Service Provider, including trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.
- d. The foregoing license terms do not apply to Software/Documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.

4. **Customer Data**

- a. Customer retains all ownership and other rights in Customer Data and shall be solely responsible for any and all Customer Data submitted to the Service using Customer's account information. Customer acknowledges and agrees that Customer will be the controller of Customer Data for purposes of all applicable privacy laws. Customer represents and warrants that Customer owns

or has the necessary licenses, rights, consents, and permissions under all patent, trademark, copyright, or other proprietary rights (including rights respecting the name, likeness or personally identifiable information of each and every identifiable individual person) in any and all Customer Data to authorize the use, display and transmission of Customer Data in the manner contemplated by this HSA. Customer authorizes Service Provider to transmit and host Customer Data in the manner contemplated by the Documentation.

- b. Customer will not:
 - (i) Engage in any activity that interferes with, disrupts, or attempts to gain unauthorized access to the Service, other user accounts, servers, networks, or products connected to or used to provide the Service;
 - (ii) Submit Customer Data or use the Service to engage in conduct that:
 - (A) Is unlawful, defamatory, libelous, invasive of another's privacy, threatening, tortious, abusive, harassing, hateful, racially, or ethnically offensive, pornographic, or obscene;
 - (B) Infringes, misappropriates, or misuses any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; or
 - (C) Contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of Service Provider or any third party; or
 - (iii) Use the Service:
 - (A) To export Customer Data or any other software or data in violation of applicable laws including U.S. laws;
 - (B) To plan or carry out any illegal activity; or
 - (C) In any other manner that violates any applicable local, state, national, foreign, or international law; or
 - (iv) Remove, obscure, or alter any proprietary rights notices, including copyright and trademark notices, which may be affixed to, contained within, or displayed with the Service or Software.

5. Customer Registration Data and User Account Information

- a. Customer represents that it has provided accurate, current, and complete information to gain access to the Service ("Registration Data"). Customer shall notify Service Provider of any updates to Registration Data at **DocuShare.Licenses@Xerox.com, Attn: Contracts Manager**. Service Provider may suspend Customer's account if Service Provider has reasonable grounds to believe Registration Data is untrue, inaccurate, incomplete, or not current.
- b. Customer shall provide and assign unique passwords and usernames to each Authorized User of User Licenses purchased ("User Account Information"). Customer acknowledges and agrees that:
 - (i) User Account Information will always be accurate and up to date;
 - (ii) Customer is responsible for confidentiality of user passwords and usernames;
 - (iii) Customer will be solely liable to Service Provider for all access and use via User Account Information; and
 - (iv) Customer will promptly notify Service Provider if Customer becomes aware of any unauthorized use of User Account Information.
- c. Customer acknowledges and agrees that Service Provider may disclose Registration Data and User Account Information:
 - (i) To its Affiliates in the course of developing, providing, managing, administering, and improving the Service;

- (ii) When Service Provider believes, in good faith, that disclosure is necessary to protect Service Provider's rights under this HSA, protect the safety of others, investigate fraud or other illegal activity, or respond to a government request;
- (iii) As required by law; and/or
- (iv) In the event of a merger, acquisition, or reorganization of Service Provider or a relevant portion of its assets, to the acquiring or surviving entity.

6. Transmission of Data and Network Security Standards

- a. Customer agrees that all network components, internet connections, and other hardware and software Customer may access in the course of using the Service, including without limitation browser software, shall support the HTTPS protocol, Transport Layer Security (TLS) protocol and/or such other data security protocol(s) identified in the Documentation. Customer agrees to follow logon procedures that support such protocols.
- b. Customer is responsible for the accuracy, adequacy, availability, and security of Customer systems.
- c. Customer shall not intentionally interfere with or disrupt Service Provider or third-party systems.
- d. Customer acknowledges that Service Provider and third-party systems may be located, and User Account Information and Customer Data may be transmitted, stored, and processed, in the United States or any other country in which Service Provider or its Affiliates maintain facilities.
- e. Customer is solely responsible for ensuring the security and backing up of Customer Data.
- f. Customer acknowledges that electronic communications may be accessed by unauthorized parties and that Service Provider is not responsible for any Customer Data that may be lost, altered, intercepted, or stored without authorization during transmission over Customer or third-party systems³.

7. Uptime, Support and Professional Services

- a. Service Provider shall use commercially reasonable efforts to achieve a 99.9% Uptime goal, excluding Scheduled Maintenance, Emergency Maintenance, any routing anomalies, asymmetries, inconsistencies, or failures of the internet outside of the control of Service Provider. Uptime will be solely and exclusively determined by Service Provider.
- b. Service Provider will use reasonable efforts to provide Support as set forth in Exhibit A, provided that:
 - (i) Customer's operating environment meets the minimum recommended specifications as stated in applicable Documentation;
 - (ii) Customer provides adequate troubleshooting information and account access so that Service Provider can identify and address problems, and
 - (iii) All Fees due to Service Provider have been paid.
- c. Service Provider may offer professional services to help resolve issues that fall outside the scope of the Support Services. All such professional services shall be provided under a separate agreement pursuant to Service Provider's then-current fees and other terms.
- d. Service Provider may update Support terms and/or the content, functionality, and user interface of the Service from time to time during the term of this HSA in its sole discretion, provided that Service Provider shall not materially reduce the level of support services or functionality of the Service as described in applicable Documentation. Service Provider may discontinue the Service or Support upon expiration of any then-current term of this HSA.

³ Network security standards are managed and operated by Microsoft Azure. Detailed information can be found at <https://docs.microsoft.com/en-us/azure/security/security-get-started-overview>.

8. Fees, Charges, Payment, and Taxes

- a. Unless Customer is purchasing the Service and/or Support through a Business Partner, Service Provider will invoice Customer for Fees on the Effective Date and each anniversary thereof unless and until terminated pursuant to section 9. Customer will release payment in the applicable stated currency of Fees invoiced no later than thirty (30) days from the receipt of such invoice, unless Service Provider receives written notice as directed in section 13 below, cancelling Customer's order within thirty (30) days of the Effective Date.
- b. Fees include the standard data storage package or additional data storage bundle purchased by the Customer. Customer's storage capacity can be dynamically expanded in increments of 128GB per the purchase at Service Provider's then prevailing cost. Additional Storage Charges shall be invoiced in arrears and Customer shall release payment in the applicable stated currency no later than thirty (30) days from receipt of invoice.
- c. Fees and Charges are nonrefundable except as expressly stated herein and are exclusive of any applicable Transaction Taxes. Service Provider shall be responsible for assessing any applicable Transaction Taxes for Service and Support provided to the Customer under this Agreement. The Customer shall pay, reimburse, and indemnify Service Provider for any and all Transaction Taxes. Service Provider and the Customer agree to cooperate with each other to minimize Transaction Taxes to the extent legally permissible.
- d. If Customer is required to withhold or deduct Withholding Taxes from any portion of the payments due to Service Provider, Customer will increase the sum payable to Service Provider by the amount necessary so that Service Provider receives an amount equal to the sum it would have received had Customer made no withholdings or deductions of Withholding Taxes.

9. Term and Termination

- a. The initial term of the Service commences on the Effective Date and ends on the anniversary thereof as stated in the Registration Data. The term shall automatically extend for successive one year renewal periods unless Service Provider receives written notice as directed in section 13 below not less than ninety (90) days prior to expiration of the then-current term.
- b. Subject only to section 8.a above, the Service is non-cancellable for the initial term. The Service may be terminated in any renewal term upon Service Provider's receipt of ninety (90) days' prior written notice as directed in section 13 below, and upon such termination Service Provider shall refund to Customer or Business Partner, as applicable, Fees applicable to the remaining portion of the then-current term pro-rated to the closest month.
- c. Customer acknowledges that Service Provider may suspend or terminate access to the Service and/or Support immediately without notice:
 - (i) Upon nonpayment of Fees due and payable to Service Provider, by Customer or by the Business Partner on Customer's behalf (as applicable), or
 - (ii) If Service Provider reasonably concludes that Customer use of the Service is causing immediate and ongoing harm to Service Provider or others.
- d. In addition, either party may terminate this HSA upon written notice effective immediately in the event
 - (i) The non-terminating party has failed to cure a material breach of this HSA within thirty (30) days of receiving the terminating party's written notice thereof; or
 - (ii) The non-terminating party files for bankruptcy protection or has an involuntary petition for bankruptcy filed against it, becomes unable to pay its bills, sells or transfers property to creditors, has a liquidator or receiver appointed by a court, or is part of any other similar legal proceeding, to the extent termination is permitted under applicable law.
- e. Upon expiration or termination:

- f. Service Provider will grant Customer temporary limited access to the Service for a period not to exceed thirty calendar (30) days for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that all undisputed amounts owed to Service Provider have been paid in full. During such period and upon Customer's request, Service Provider will provide reasonable assistance to Customer to transfer lawful Customer Data to another environment designated by Customer, at Service Provider's then applicable time and materials rates. Customer acknowledges and agrees that subject to the foregoing, Service Provider may irretrievably deactivate User Account Information and Customer Data.
- g. The following provisions shall survive expiration or termination of this HSA: sections 1, 3.c, 5.c, 8, 9, 11, 12, 13, and 14.

10. Limited Warranty and Disclaimer

- a. Service Provider warrants that:
 - (i) Service Provider has the right and authority to grant to Customer the license rights stated in this HSA;
 - (ii) The Service shall materially comply with the functionality, performance and other specifications stated in the Documentation; and
 - (iii) Service Provider will provide sufficient personnel to perform Support contracted for by Customer in a competent and professional manner in accordance with applicable industry standards and practices.
- b. Except as stated above:
 - (i) Customer's use of or reliance on the Service is voluntary, at Customer's sole risk, and should only be undertaken following Customer's independent assessment of same for Customer purposes; and
 - (ii) The Service and Support are provided on an "as is", "as available" basis without warranty of any kind, including any warranty or representation:
 - (A) That the Service will meet Customer's requirements or expectations or be uninterrupted, secure, timely, or free from mistakes, errors, viruses, or defects; or
 - (B) That any errors in the Service will be corrected; or
 - (C) That delivery of the Service will be free of delays, disruption of network transmissions, viruses, or other harmful components.
- c. Customer acknowledges that hosting service may slow, limit uploads and download, or restrict processing times due to processing resource limits inherent in any hosting service for CPU, memory, and network utilization. Service Provider disclaims all implied warranties including without limitation non-infringement, merchantability, and fitness for a particular purpose. The warranty disclaimers set forth herein may not apply in certain jurisdictions, in which case the warranties hereunder shall be the minimum required by applicable law.

11. Indemnification

- a. Service Provider shall indemnify, defend, and hold Customer harmless from and against any and all costs and expenses incurred (including reasonable attorneys' fees) arising out of any claim, suit or cause of action alleging that the Service (including the DocuShare Software) infringes the intellectual property rights of any third party.
- b. Customer shall indemnify and hold harmless Service Provider from and against any and all costs and expenses incurred (including reasonable attorneys' fees) arising out of any claim, suit or cause of action arising in any way by or through the use of Customer's account and
 - (i) Access to or use of the Service,
 - (ii) Breach of this HSA, or
 - (iii) Violation of any third-party right, including without limitation intellectual property, property, or personal right.

- c. Customer Data violating any third-party legal right. The indemnified party shall promptly notify the indemnifying party in writing of any claim hereunder and fully cooperate with the indemnifying party with respect to such defense. The indemnifying party shall not settle any claim without the indemnified party's consent unless such settlement is without any cost to or prejudice of the interests of the indemnified party.

12. Limitation of Liability

- a. In no event will Service Provider or its affiliates be liable for:
 - (i) Direct damages in excess of fees paid or payable for the then-current term of the HSA; or
 - (ii) Special, indirect, incidental, consequential, or punitive damages, including without limitation lost profits, arising out of or in connection with the Service.
- b. The foregoing liability limitation and disclaimer shall apply:
 - (i) Regardless of whether Service Provider has been advised of the possibility of such damages;
 - (ii) Notwithstanding any failure of essential purpose of any limited remedy; and
 - (iii) To the fullest extent permitted by law.

13. Notices

- a. All notices under this HSA shall be delivered by electronic mail followed by hardcopy mail using a priority or express courier, postage prepaid. Customer authorizes Service Provider to direct all notices in accordance with Customer's Registration Data. Notices to Service Provider shall be directed as follows: DocuShare.Licenses@Xerox.com, Attn: Contracts Manager, with a copy to Xerox Content Management, Attn: Contracts Manager, 201 Merritt 7, Norwalk, CT 06851.

14. General

- a. Additional terms of use applicable to the Service which supplement this HSA are set forth in the Documentation.
- b. The rights and obligations of the parties under this HSA are personal and may not be assigned or transferred by Customer without the prior written consent of Service Provider. Any attempt by Customer to assign or transfer its rights or delegate its obligations hereunder without such prior written consent shall be null and void. Each of the following events shall constitute an event of "assignment" subject to this section:
 - (i) A change in control, including without limitation to any Affiliate; or
 - (ii) A sale or transfer of all or substantially all the assets of a party.
- c. Customer will not obtain, retain, use, or provide access to the Service to an Affiliate or any third-party in a manner that may breach any applicable export control or economic sanctions laws and regulations for any jurisdiction, including the United States of America and the European Union and its Member States. Customer warrants that neither it nor any Affiliate to which Customer provides access to the Service is or is affiliated with a specially designated or sanctioned entity under any of those laws and that, in any transaction relating to Service Provider, it will not involve sanctioned parties, including without limitation through the use of bank accounts at banks that are sanctioned parties.
- d. Failure or delay of any party to exercise any right or remedy under this HSA or to require strict performance by another party of any provision of this HSA shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder.
- e. If any provision of this HSA is held by a court of competent jurisdiction to be unenforceable, all other provisions hereof shall remain in full force and effect and be interpreted to the extent possible consistent with the intent of the parties expressed by this HSA.
- f. This HSA shall be governed and interpreted in accordance with the laws of the State of New York, USA, without regard to its conflict of laws principles. Any dispute arising from or relating in any way to the Service or this HSA will be brought exclusively in the Federal or State courts located in the State of New York and Customer irrevocably agree to submit to the jurisdiction of

such courts. The parties hereby waive, to the maximum extent permitted by law, any right to, and agrees not to seek, a trial by jury in any matter arising out of or relating to the Service or this HSA.

- g. Service Provider shall not be liable for its failure to perform any of its obligations under this HSA during any period in which such performance is delayed by unforeseeable circumstances beyond Service Provider's reasonable control.
- h. This HSA including HSA Exhibit A constitutes the entire agreement between Service Provider and Customer in connection with the subject matter hereof, and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties. No amendment to or modification of this HSA will be binding unless it is in writing and signed by a duly authorized representative of each of the parties.

HSA EXHIBIT A - SUPPORT

Support is governed by these Support Terms and the terms of the HSA.

1. DEFINITIONS

Capitalized terms shall have the definitions ascribed to them below or in the HSA.

- a. "Customer Coordinator" means the Customer central point of contact responsible for distributing the Service URL and coordinating communications between Customer and Service Provider regarding these Support Terms.
- b. "Business Days" are Monday to Friday excluding Service Provider company holidays.
- c. "Helpdesk" means the initial point of contact for Support as specified by Service Provider or Business Partner.
- d. "Incident" means a single support question, or reproducible failure of the Service to substantially conform to the functions and/or specifications as described in the user guide, reported by Customer in accordance with these Support Terms.
- e. "Normal Support Hours" are 8:30 AM to 6:00 PM, local time, on Business Days.
- f. "Response Time" means the target time period within which Service Provider will use commercially reasonable efforts to contact Customer to acknowledge receipt of an Incident report and to engage an appropriately skilled support resource, commencing from the time that Service Provider receives all required information as specified in section 3.e below.
- g. "Severity Level" means the Severity Levels 1-3 as defined below:
- h. "Severity Level I (Critical)" means Service is not operational and/or there is a critical loss of capability. Customer is unable to run a critical application, Service frequency of failure precludes production use, or there is a critical job/data integrity defect.
- i. "Severity Level 2 (Significant)" means Service is operational, but production capability is severely degraded. Customer is unable to run a major application, Service failure requires frequent operation intervention to maintain productivity, or Service experiences a non-critical integrity defect.
- j. "Severity Level 3 (Less Significant)" means Service is operational but is moderately degraded and has no significant impact to performance. Customer is unable to run a minor application or Service has occasional failure requiring operational intervention, or a non-critical product feature or function does
- k. "Test Case" means Customer's instructions that allow Service Provider to reproduce an Incident.

2. SUPPORT SCOPE AND EXCLUSIONS

- a. Subject to the terms contained herein, Service Provider shall address all Incidents which may arise from Customer's use of the Service in accordance with section 3 below.
- b. Service Provider shall not have any obligation to provide Support with respect to any: (a) adaptations, configurations or modifications of the Service made by the Customer or any third party; (b) feature, program or device not provided by Service Provider, whether or not integrated in or with the Service; or (c) non-conformance caused by misuse or unauthorized use, alteration, modification or enhancement of the Service.
- c. At Customer's written request, Service Provider may offer Professional Services to help resolve issues that fall outside the scope of Support. Any Professional Services shall be provided under a separate agreement and shall be subject to Service Provider's then-current consulting fees and terms.

3. INCIDENT REPORTING AND RESPONSE TIMES

- a. Customer shall report Incidents to either Service Provider per Support details provided if purchased directly from Service Provider or through the Business Partner per Support details provided if purchased through Business Partner.
- b. All Incident reports must include the following:
 - (i) Customer’s identification number provided by Service Provider.
 - (ii) A reproducible Test Case that demonstrates the specific usage that causes the Incident being reported.
 - (iii) A full description of the Incident, including the exact steps that led to the problem, the content of error message(s) displayed, and problem reproducibility.
 - (iv) Any special circumstances surrounding the discovery of the Incident.
- c. Service Provider will work with Customer and will assign the appropriate Severity Level to all Incidents. Severity Levels are assigned to allow prioritization of incoming Incidents. Service Provider may reclassify Incidents based on the current impact on the Service and business operations as described in the Severity Level definitions.
- d. Customer may report Incidents and Service Provider will provide Support during Normal Support Hours. On receipt of an Incident report, Service Provider shall establish whether there is an Incident for which the Customer is entitled to Support under these Support Terms and, if so, shall:
 - (i) Confirm receipt of the Incident report and notify Customer of the Incident case number that both parties must then use in any communications about the Incident.
 - (ii) Work with Customer to set a severity level for the Incident based on the criteria set forth herein.
 - (iii) Analyze the Incident and verify the existence of the problem.
 - (iv) Give the Customer direction and assistance in resolving the Incident pursuant to the terms described herein.
- e. Response Time Goals:

Severity	Description	Expected Response Time During Normal Support Hours	Expected Response Time After Normal Support Hours	Expected Escalation Time During Normal Support Hours	Expected Escalation After Normal Support Hours
1	- System is completely down, no work can be performed, all users affected	- Automated Response to web and email requests in approximately 15 minutes. - Human Response in approximately 30 minutes	- Automated Response to web and email requests in approximately 15 minutes. - Human Response in approximately 1 hour	- Automated Response to web and email requests in approximately 15 minutes. - Escalation to Level-2 occurs within one hour of receiving all appropriate data required to begin troubleshooting. - Escalation to Level-3 occurs two business hours after receiving customer data.	- Automated Response to web and email requests in approximately 15 minutes. - Escalation to Level-2 occurs within one hour of receiving all appropriate data required to begin troubleshooting. - Escalation to Level-3 occurs the next business day

Severity	Description	Expected Response Time During Normal Support Hours	Expected Response Time After Normal Support Hours	Expected Escalation Time During Normal Support Hours	Expected Escalation After Normal Support Hours
2	- Critical function within the system is down, some work can still be performed, multiple users affected	- Automated Response to web and email requests in approximately 15 minutes. - Human Response in approximately 24 hours	- Automated Response to web and email requests in approximately 15 minutes. - Human Response in approximately 24 hours	- Automated Response to web and email requests in approximately 15 minutes. - Escalation to Level-2 occurs within two hours of receiving all appropriate data required to begin troubleshooting. - Escalation to Level-3 occurs four business hours after receiving customer data.	- Automated Response to web and email requests in approximately 15 minutes. - Escalation to Level-2 occurs within two hours of receiving all appropriate data required to begin troubleshooting. - Escalation to Level-3 occurs the next business day
3	- Non-critical issues, (password resets, user account setup, etc.) and issues of limited scope or impact to end users	- Automated Response to web and email requests in approximately 15 minutes. - Human Response in approximately 24 hours	- Automated Response to web and email requests in approximately 15 minutes. - Human Response next business day	- Automated Response to web and email requests in approximately 15 minutes. - Escalation to Level 3 determined by Level 2 Support	- Automated Response to web and email requests in approximately 15 minutes. - Escalation to Level 3 determined by Level 2 Support

4. Customer’s Obligations

- a. Service Provider’s obligation to provide Support under these Support Terms is conditioned upon the Customer:
 - (i) Having a valid subscription license to the Service;
 - (ii) Providing Service Provider with all reasonable assistance and access to data, information, and materials necessary to enable Service Provider to perform Support; and
 - (iii) Engaging the Customer Coordinator as needed to make any changes needed.
 Customer is responsible for providing level one support to its users for Customer managed items including but not limited to user permissions and password resets.

EXHIBIT C

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. 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 23/23-043.
- 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, CA 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.