

**EXHIBIT A SCOPE OF WORK
INGENIUX CORPORATION
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Ingeniux Software License and Services Master Agreement (Agreement) dated November 19, 2019 (the "Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "Customer"), and Ingeniux Corporation, a Washington corporation (hereinafter "Vendor"). This Agreement is incorporated into Customer's Professional Services Agreement, the execution of which by Vendor and Customer indicates Customer's acceptance of the Terms and Conditions of this Agreement and Riders thereto.

RECITALS

WHEREAS, on February 8, 2019 Customer issued a Request for Proposal for Web Content Management software and services; and

WHEREAS, on October 23, 2019 Vendor responded with its Final Response; and

WHEREAS, Customer wishes to license Vendor's Software to migrate its existing Web Content Management System and upgrade its web tools and pages; and

WHEREAS, Customer also wishes to engage Vendor for professional services; and

WHEREAS, in the judgment of the Board of Supervisors it is necessary and desirable to license Vendor Software for Web Content Management and related services,

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

- 1.1.** "Agreement" means this Software License and Services Master Agreement, the Order for Software and Services, and any Riders prepared by Vendor and signed by Customer;
- 1.2.** "Confidential Information" means proprietary information disclosed by one party to the other party or that is provided, or is inspected or observed, under circumstances indicating that it is confidential or proprietary to the disclosing party or to a third party, including without limitation Documentation, training materials, code and other information which the disclosing party identifies in writing as confidential, or if disclosed verbally, reduced to writing within fifteen days after such disclosure to the receiving party.
- 1.3.** "Customer Deliverables" means any data, software applications and other materials provided by Customer for use with the Software or Services;
- 1.4.** "Customer Enabled Faults" means disruptions to Customer's Software operation or hosting environment caused by (1) Customer-initiated modifications not authorized by Vendor, (2) use of third-party software not licensed through Vendor, or (3) Customer's negligence;
- 1.5.** "Customer Work Product" means Customer-specific tangible results of Services other than Software and pre-built templates, schemas, stylesheets and components that ship with the Software;
- 1.6.** "Documentation" means tangible descriptions of Software functionality and use;
- 1.7.** "Order" means the order for Software and Services defined on page one to this Master Agreement;
- 1.8.** "Provisioning of SaaS Service" means providing Customer with access to the software and/or access to the Customer's hosting environment, as defined in Rider #2.
- 1.9.** "Services" means services provided by Vendor, as specified in an Order or any Rider, including but not limited to work-for-hire development, software integration, hosting and training;
- 1.10.** "Software" means the Vendor software product or products licensed or provided to Customer under this Agreement, as specified in the Order or any Rider, including Documentation, training materials, sample applications and sample files;
- 1.11.** "Software-As-A-Service (SaaS) License" means a license to use the Software as a hosted application service as provisioned by Vendor or Vendor's assigns.

- 1.12.** "Software Updates" means the fixes, patches, updates, and service releases that Vendor may periodically release during the Term.
- 1.13.** "Software Upgrades" means new product releases for which Vendor generally charges a fee;
- 1.14.** "Statement of Work" shall mean attached Riders to this Agreement defining work-for-hire services provided by Vendor to Customer;
- 1.15.** "Support" means services provided by Vendor in fulfillment of the Software Support and Maintenance Agreement, including Software updates, upgrades and technical support.
- 1.16.** "Vendor Work Product" means results of Services that are not specific to the Customer, including software ideas, processes, and methods developed, prepared, conceived, made or suggested, whether by Vendor, Customer, or their respective employees and contractors, including such developments as are originated or conceived during the term of the License, but are completed or reduced to practice thereafter.

2. Title. Vendor owns the Software and the Vendor Work Product. Customer owns the Customer Work Product and Customer Deliverables.

3. Copyright. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All rights, title, and copyrights in and to the software and any copies of the Software and its associated materials, are owned by Vendor or its suppliers. Customer may copy printed materials accompanying the Software, such as documentation and training materials, provided such copies are only made and distributed for use with the Product by Customer. Vendor may use, modify and transfer any Customer suggestions pertaining to Vendor Work Product without compensation to or warranty from Customer.

4. Software-As-A-Service (SaaS) License. Subject to the terms and conditions in this Agreement, Vendor grants Customer a non-exclusive license to use the Software as a service ("SaaS License") as follows

- (i) To access, interface to, and interact with, the Software as remotely hosted by Vendor during the SaaS Term of the contract.
- (ii) To use the Software and Documentation in the configuration defined in the Order for managing and maintaining Customer's Web site(s).

Customer's use of the Software is limited to the configuration defined in the Order. Additional use of the Software in a different configuration is subject to additional fees. Customer may not (a) rent Software or otherwise make it available to third parties except contractors of Customer in the course of their performance of services for Customer, or, (b) decompile, reverse engineer copy, create a derivative work from or otherwise use Software except as stated in this Order; or (c) use Software to violate third party rights. This license is non-transferable unless expressly approved by Vendor.

Software-as-a-Service will include Software Support and Hosting services. All services provided as part of the SaaS License and during the SaaS term will be governed by the terms and conditions of Customer's Standard Professional Services Agreement (PSA), executed between Customer and Vendor.

4.1. Software Support & Maintenance. Subject to the terms and conditions set forth in Rider # 1 to this Agreement, Vendor will provide Support for the Software for the SaaS Term.

4.2. Hosting. Subject to the terms and conditions set forth in Rider # 2 to this Agreement, Vendor will provide application and site hosting for the SaaS Term.

4.3. 360 Program. Subject to the terms and conditions set forth in Rider # 9 to this Agreement, Vendor will provide 360 Developer Program services for the SaaS Term.

5. SaaS Term, Fees and Renewal.

5.1. SaaS Term. The License, Support and Hosting commence on November 19, 2019, or upon provisioning of SaaS services, and remain in effect until November 18, 2023, or four (4) years from the provisioning of SaaS services (the "SaaS Term"). Thereafter the SaaS Term may be renewed as provided for in Section 5.3 below.

5.2. SaaS Fees and Payment: The fee for the License, Support, and Hosting during the SaaS Term is \$502,000, payable over four (4) yearly installments of \$125,500, commencing November 19, 2019, or upon provisioning of SaaS services (the "SaaS Fees"). Customer will pay all sales or other taxes arising from its purchase of SaaS, other than taxes based on Vendor's income.

Vendor will invoice yearly SaaS Fees 90 days in advance of each yearly hosting period and payment will be due at the beginning of each yearly period. Late payments shall accrue interest at a rate of 1.5% per month until paid in full.

5.3. SaaS Term Renewal. Customer will have the option of renewing the SaaS Term for an additional two (2) year term following the expiration of the SaaS Term, by giving notice of exercise of the option ("Option Notice") to Vendor at least sixty (60) days prior to the expiration of the SaaS Term. SaaS fee for the two-year renewal term is \$210,100 payable over two (2) yearly installments of \$105,050, commencing November 19, 2023.

Thereafter, Vendor will provide written notice to Customer within ninety (90) days prior to the expiration of the then current SaaS term of fees for subsequent SaaS terms. If agreed to by the parties in writing, the SaaS Term may be renewed for an additional mutually agreed upon term and at an additional agreed upon fee.

SaaS Fees for subsequent SaaS Terms will not increase in the aggregate by more than 5% per annum for any given five-year period, with the exception that Vendor may exceed the 5% per annum limit if:

- a) Vendor's costs for network infrastructure increases in excess of 5% per annum, or;
- b) Customer's software configuration, hosting configuration or contractual requirements change from the original Agreement.

At the completion of the SaaS Term and, if exercised by Customer, the optional SaaS renewal term, either party may choose not to renew the SaaS Term, in the case of (1) Customer by providing thirty (30) days written notice to Vendor, or (2) Vendor by providing ninety (90) days written notice to Customer. In the event that SaaS is canceled by either party, for any reason, Vendor agrees to provide consulting services as needed on an hourly basis at the then current rates to assist with the migration of the site and applications to another service provider as designated by Customer.

6. Security, Business Recovery and Continuity.

6.1. Security. Vendor uses network security and monitoring services to protect against denial-of-service attacks, packet inspections, and IP (Internet Protocol) threat detection.

6.2. Back-up and Restores. Backup storage costs are included in the proposal costs. Backups are performed as VM (Virtual Machine) snapshots using Veeam Backup and Replication to the failover data center location with a standard retention of 7 dailies, 4 weeklies for a maximum of 28 days previous data by default. On-going access and retrieval to download backups on premises is available.

6.3. Business Recovery & Continuity. Vendor replicates Customer environment from a primary to secondary data center. In the case of a data center failure the fail-over to the secondary data center is normally seamless for the CMS (Content Management System) software. Vendor will engage with Customer on any required DNS (Domain Name Server) coordination. Both the primary and secondary data centers are geographically separate and are located in IL, WA, AZ, TX and NY.

7. Use of Confidential, Trademarked or Copyrighted Information.

7.1. Confidentiality. Customer will treat the Software as confidential and proprietary information. Both parties agree to (i) hold the other party's Confidential Information in confidence, (ii) not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for implementing and operating the Software, or as required by law. Each party will protect the confidentiality of the other's Confidential Information in the same manner it protects the confidentiality of its own proprietary and confidential information of like kind. Each party may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the business purpose. Each party agrees to instruct all such employees not to disclose such Confidential Information to third parties without the prior written permission of the disclosing party, or as required by law.

7.2. Contract Terms. The parties hereto will keep the terms of this Agreement confidential and will not now or hereafter divulge the terms of this Agreement to any third party except: (i) with the prior written consent of the other party; (ii) as may otherwise be required by law; or (iii) in confidence to either party's agents, including legal counsel, accountants, banks, or like individual or entity.

7.3. Use of Customer Materials and Technology. Customer hereby grants Vendor a limited, nonexclusive, royalty-free right and license, during the term of this Agreement, to store, host, use, display, transmit and maintain the Customer Deliverables for the sole purpose of providing SaaS and Services to or on behalf of Customer. Customer or its Authorized Users, as applicable, hereby retain all Intellectual Property Rights in and to the Customer Deliverables, and Vendor does not obtain any rights (either express or implied) to any of the Customer Deliverables.

8. Indemnification. Vendor will defend, indemnify and hold Customer harmless, at Vendor's sole cost and expense, from any action or claim and against any and all losses, liabilities, judgments, awards, settlements, damages, expenses, costs, including reasonable attorneys' fees and related costs and expenses, brought against Customer arising from a claim that Software or Vendor Work Product infringes any patent, trademark, copyright, trade secret, or other proprietary or intellectual property right of any third party if Customer promptly notifies Vendor of the claim, furnishes Vendor a copy of each writing served on Customer relating to the claim and gives Vendor reasonable authority, information and assistance (at Vendor's expense) necessary to defend or settle the claim, except that Customer will have the opportunity to participate in the defense or settlement of any such claims or actions, and provided that Customer shall not be required to contribute to any cost and/or expense or otherwise participate or contribute to any settlement, judgment, award, or other relief whatsoever related to any such claim without Customer's written consent. This obligation excludes infringement to the extent due to (1) use of Software in breach of this Agreement; (2) post-delivery modifications to the Software not made by or under the authority or with the written consent of Vendor if infringement would have been avoided without such modification; or (3) the combination, operation or use of the Software with programs, data or specifications not provided by Vendor if infringement would have been avoided without such combination. Vendor may, at its option, (a) procure for Customer the right to use the Software free of any infringement liability; (b) replace the Software with a functionally equivalent non-infringing substitute; or (3) terminate the Order and refund all fees paid for the infringing Software, less a charge for Customer's prior use based on a 5-year depreciation schedule. THIS INDEMNITY IS VENDOR'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR INFRINGEMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS.

9. Warranty. Vendor warrants that at all times during the SaaS Term (1) Software conforms to its Documentation in all material respects and that the level of detail and specificity of the Documentation shall not be downgraded from that in effect at the time of execution of this Agreement; (2) it owns all rights in the Software and has sufficient right hereunder, with respect to the Software, to perform its obligations under this Agreement; (3) it owns all rights to any third-party software contained in, incorporated in, or made a part of the Software; (4) the functionality of the Software and/or Services shall not be materially decreased during the SaaS Term; and (5) the Software and/or Services will not contain or transmit to Customer any Harmful Code. Harmful Code means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs. VENDOR MAKES NO OTHER WARRANTY FOR ITEMS ORDERED HEREUNDER. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Liability. Other than for losses from a party's breach or misappropriation of the other party's intellectual property or breach of Sections 2 (Title), 3 (Copyright), 4.1 (License), 7.1 (Confidentiality), 8 (Indemnification), or 9 (Warranty), NEITHER PARTY IS IN THE AGGREGATE LIABLE FOR ANY REASON FOR MORE THAN THE TOTAL PRICE OF ITEMS ORDERED HEREUNDER. NEITHER PARTY IS LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXCEPT FOR UNAUTHORIZED USE, EVEN IF ADVISED OF THEIR POSSIBILITY.

11. Termination and Survival.

11.1. Termination. Any Orders hereunder shall terminate concurrently with the expiration of the SaaS Term, and as to Services, upon completion of all Services required hereunder, unless, subject to the terms of the Agreement, this Order is terminated for Cause or Convenience. Upon termination of this Agreement, Vendor shall terminate Customer's use of the licensed Software and will promptly return to Customer the Customer Work Product and destroy all copies of the Customer Work Product.

11.2. Termination for Cause. Either party may terminate this Agreement upon written notice:

- (i) For any material breach of this Agreement which the defaulting party fails to cure within thirty (30) days (or if it is not possible to cure the breach within thirty (30) days and such party has commenced good faith efforts to cure the breach within the thirty (30) days, such longer period of time as is

reasonable under the circumstances) following written notice by the non-defaulting party of such breach; or

- (ii) If such other party files for bankruptcy, becomes the subject of any bankruptcy or insolvency proceeding that is not dismissed within one hundred twenty (120) days, makes a general assignment for the benefit of creditors, appoints or has appointed a general receiver or trustee in bankruptcy for its business or property, or ceases to function as a going concern or to conduct its operation in the normal course of business.

In the case of termination by Customer for Cause, Customer's liability to pay further fees ceases and Customer will be entitled to a refund of fees prorated based on the remaining SaaS Term. In the case of termination by Vendor for Cause, the license will immediately cease and Customer will not be entitled to any refund of fees.

11.3. Termination for Convenience. If Customer terminates this Agreement for its convenience prior to the expiration of the SaaS Term, Customer will be liable for and pay Vendor fifty percent (50%) of the difference between the SaaS Fees paid and total SaaS Fees owed for the SaaS Term

11.4. Results of Termination. Upon termination, the license will immediately cease and Customer will have no further right to access or use the Software. Customer will destroy all supporting documentation and certify in writing to Vendor the same. Vendor will promptly return to Customer the Customer Work Product and destroy all copies of the Customer Work Product.

11.5. Survival. Sections 2 (Title), 3 (Copyright), 7.1 (Confidentiality), 8 (Indemnification), 11 (Termination), 12 (General) and 14 (Parties Independent) and such other sections and provisions which reasonably should be viewed as surviving termination of this Agreement shall survive termination hereof.

12. General. Both parties will comply with applicable export control laws and regulations. This Agreement may not be assigned by Customer without the prior written consent of Vendor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement, without the prior consent of the other, to an affiliate, as part of a change in control, or to a successor in interest to all or substantially all of its business or assets that relates to the subject matter of this Agreement, provided such affiliate or successor in interest is not a competitor, or affiliate of a competitor, of the non-assigning party. No party is liable for its breach of the Agreement if such breach is due to an event beyond its reasonable control. All claims, disputes, or other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to informal negotiations and mediation prior to either party pursuing litigation. No failure or delay to enforce a provision of the Agreement will be deemed a waiver thereof. This Agreement, Riders, Order and any Documentation are the entire and exclusive set of terms and conditions for transactions made under it, supersedes conflicting terms of purchase orders or other documents issued under it and may only be modified by a writing signed by all parties.

13. Notices. Any notices permitted or required hereunder will be in writing and delivered either (a) by reputable overnight courier or (b) mailed by registered mail (return receipt requested and postage prepaid) at the respective address set forth below (or a substituted address a party may inform the other of by notice hereunder). Notice will be deemed effective upon actual delivery to the party.

Ingeniux Corporation
Attention: Contracts Administrator
PO Box 21466
Seattle, WA 98111-3466
customersupport@ingeniux.com

County of Sonoma
2615 Paulin Dr
Santa Rosa, CA
95401
ISD-Accounts-Payable@sonoma-county.org

14. Parties Independent. Each of the parties hereto shall for all purposes herein be deemed to be an independent contractor and, except as otherwise expressly provided herein, shall have no authority to act for or represent any other party hereto in any way or otherwise to be deemed an agent, joint venturer, partner, employee or sponsor of any other party hereto.

Ingeniux	Company

15. Acceptance. Customer's acceptance of the terms and conditions of this Software License Agreement is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor, and this Agreement is incorporated as Exhibit A-Scope of Work thereto.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 1 SOFTWARE SUPPORT AND MAINTENANCE

This Rider # 1 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

1. Definitions.

- a) "Business Day" means Monday through Friday, except for Company observed holidays, as listed on Company's website at <http://support.ingeniux.com>.
- b) "Business Hours" mean 6 am Pacific Time to 5 pm Pacific Time, during a Business Day.
- c) "Enhancements" means technical or functional additions to the Software to improve functionality and/or operations. Enhancements are delivered with new releases of the Software.
- d) "Errors" means a failure of the Software to conform to specifications or to conform to the Documentation or to operate in a substantially uninterrupted manner in the specified environment.
- e) "Fix" means the repair or replacement of source or object or executable code versions of the Software to remedy an Error.
- f) "Workaround" means a change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Software.

2. Support Period. Vendor shall provide Software support and maintenance services for the SaaS Term (the "Support Period"). The Support Period may be extended subject to extensions of the SaaS Term.

3. Support Responsibilities. During the Support Period, Vendor will respond to Customer's requests for Support and will provide Support services to Customer as described in Sections 4, 5 and 6 of this Rider. Vendor will work with Customer to troubleshoot and identify Software Errors, providing Customer with reasonable access to Vendor's technicians for advice and consultation to assist in the diagnosis and resolution of Errors. Where needed, Vendor will address Error correction through Fixes, Workarounds, Updates and Upgrades.

4. Support Services. Vendor will provide the following Support Services during the term of the Agreement:

- a) Software Updates, including patches, fixes, updates and service releases to resolve known defects or malfunctions in the Vendor Software and/or Documentation.
- b) Software Upgrades to new versions of the licensed Software and associated media, Documentation and training materials.
- c) Installation of all Software Updates and Software Upgrades.
- d) Telephone support for all Software Errors.
- e) Technical support staff available on Business Days, 6 am to 5 pm Pacific Time, for reporting and responding to support issues.
- f) Access to online tracking of all support services incidents.

5. Support Requests. All support requests must be submitted electronically via the Ingeniux support website. Priority 1 support requests must, in addition, be reported directly by telephone to Vendor support staff at 877-299-8900 or alternate contact numbers as provided by Vendor. Customer may define level of urgency for all Support requests when submitting requests and Vendor will make reasonable efforts to address Support requests based on level of urgency.

6. Requests Response Procedures. Vendor will verify receipt of all Support requests within one (1) business hour of receipt of email notification and will respond to Customer within one (1) Business Day with an assessment and status of the support incident.

Vendor will reasonably determine the priority level of Errors in accordance with the following protocols:

- a) **Priority 1 – Critical Errors:** For Software Errors that prevent Customer's installation from publishing or rendering content to the live Website, Vendor will commence seeking a solution to such Errors within one (1) business hour of receiving notification of the Error and shall use reasonable efforts to diagnose and correct the Errors within one (1) Business Day. Vendor shall promptly initiate the following procedures: (i) assign Vendor specialist(s) to correct the Errors; (ii) provide ongoing communication, by phone or email on the status of the correction, and; (iii) provide a Workaround or a Fix.
- b) **Priority 2:** For Software Errors that critically impact the functionality or operation of the Customer's installation, but which do not prevent Customer's installation from publishing or rendering content to the live Web site, Vendor will commence seeking a solution to such Errors within one (1) Business Day of receiving notification and exercise reasonable efforts to diagnose and correct the Errors within three (3) Business Days
- c) **Priority 3:** For Software Errors which do not critically impact operation, Vendor will commence seeking of a solution to such Errors within one (1) Business Day and exercise reasonable efforts to diagnose and correct the problem within five (5) Business Days, unless the errors are being corrected in the next scheduled Software Update or Software Upgrade.
- d) **Priority 4:** For all other Support requests, Vendor will commence seeking a solution within one (1) Business Day and exercise reasonable efforts to diagnose and address the request within five (5) Business Days.

7. Exclusions. Vendor shall have no obligation to support:

- a) Errors caused by Customer's: negligence, faulty operation of the Software, content, or other causes beyond the reasonable control of Vendor;
- b) Third party software not licensed through Vendor.

8. Additional Services: For support incidents that are not related to Software Errors, or Software installation, or otherwise excluded as defined in Section 7 of this Rider, Vendor Support services may be billed at \$150 per hour and billing increments of 15 minutes. Vendor will notify Customer in advance of support incidents that require charges to the Customer and get approval prior to commencing work. Customer will not be charged for support incidents that result from product defects or other issues which are the direct responsibility of Vendor.

9. Fees & Payment. Fees for Support are included in the yearly SaaS fee and will be invoiced as described in Section 5.2 of this Agreement.

10. Contact Information.

- a) All support incidents shall be sent in writing to support@ingeniux.com.
- b) Telephone number for contact in the event of software errors that prevent Customer's installation from performing a substantial portion of its intended function: 877-229-8900.

11. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 2 SOFTWARE AND DATA HOSTING SERVICES

This Rider # 2 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

- 1. Hosting Services.** Vendor will provide services and equipment for remotely hosting the Software for Customer to access, interface to, and interact with, and for remotely hosting the Customer's Web site(s) for access from the World Wide Web (the "Hosting Services").
- 2. Hosting Period.** Vendor will provide Hosting Services for the SaaS Term (the "Hosting Period").
- 3. Hosting Environment Configuration.** Customer's hosting environment will be configured with an XD3 resource package as outline below. Hosting resource requirements are determined by Customer's usage of the hosting environment, based on the amount of content, number of concurrent authors, storage, bandwidth and overall performance. Additional resources beyond those configured here may be needed to meet Customer's usage requirements will incur additional charges.
- 4. Concurrent Users.** There are no limits on the number of licensed users that can make changes to content or perform administrative tasks, the limit of 11-15 concurrent users is to ensure that the environment is optimized to be fast and responsive.

Hosting Usage

XD3 Usage Parameter	Quantity
Content Objects: pages, components, images & documents	50,000 – 150,000
Concurrent Users:	11 – 15
Web Content Storage:	200 GB
Bandwidth:	1,500 GB data transfer / month

Hosting Configuration

XD3 Configuration	Configuration
CMS Production Server	Dedicated VM server
Dev/Stage Server	Dedicated VM server
DSS Deployment Servers	Two dedicated, load-balanced VM servers

Hosting Services

Network Services	Configuration
Websites	Up to 12 websites
IP Addresses	Up to 15 public IP addresses
SSL	Yes
Site Search	InSite Search: unlimited queries per year
VPN	None
V-LAN	None
GitHub Code Management	5-user license

5. Hosting Installation and Configuration. Vendor will provide services for installation and configuration of software and Customer's web site into the hosting environment, as follows:

- a) Production Environment
 - Ingeniux CMS Content Management Server software
 - Ten (10) delivered websites (one (1) public website, up to eight (8) department websites, and one (1) intranet website)
 - Twenty (20) publishing targets for publishing content from the production environment to a staging and live website
 - Replication services to the content deployment environment
- b) Deployment Environment
 - Ingeniux CMS Dynamic Site Server software
 - Ingeniux InSite Search for searching published web pages and media
 - Ten (10) website URLs
 - Ten (10) delivered websites
 - Content replication and syncing services
 - Load balancing services

6. Hosting Operations and Maintenance. Vendor will provide ongoing operations and maintenance of Customer's hosting infrastructure, including hardware and software maintenance, as follows

- a) Hardware maintenance, updates and replacement
- b) Operating system maintenance and updates
- c) Security maintenance and updates
- d) Provisioning and maintenance of temporary user-acceptance testing (UAT) environment for Software updates and upgrades
- e) Applying of software patches, updates, and upgrades (Customer is responsible for verification and update of web content and Customer-managed functionality affected by Software patches, updates and upgrades).
- f) Monitoring of website uptime and hardware utilization 24 x 7 x 365 with alerts for system outages, website outages and critical utilization of hardware resources
- g) Data back-ups with archiving on a daily, weekly and monthly basis, and data recovery services
- h) Site performance profiling and monthly reporting of bandwidth and server utilization

7. Hosting Support. All hosting support incidents and requests must be submitted via the Ingeniux support website. In the event of 24 x 7 critical care support the contact telephone number is 877-229-8900. Vendor will provide the following hosting support services:

- a) 24 x 7 critical care support for server-related issues that prevent Customer's administrative site or Customer's public site from being publicly accessible ("Critical Care Support"). Does not include content-related support or other non-emergency support issues.
- b) Business Hours support, 6 am to 5 pm Pacific time, Monday through Friday (except holidays), for non-Critical Care Support issues.
- c) Up to four Hosting Business Rule changes per month. Hosting Business Rules are Customer requested changes to the configuration of the hosting environment. These include adding/deleting users, creating IIS redirects, changes to the firewall settings, updates and changes to the DNS and updates and changes to data connections. Additional Hosting Business Rules changes that exceed the monthly allowance will be billed at \$50 per Hosting Business Rule Change. Services for configuring the hosting environment beyond Hosting Business Rules changes will be billed at \$180 per hour.

8. Service Level Guarantee. Vendor will use commercially reasonable efforts to maintain 100% Service Availability, which means that server hardware and network connectivity downtime will not exceed 5 minutes per month for Customer's purchased services as defined in the Order, except for downtime due to Scheduled Maintenance or to Customer Enabled Faults.

Scheduled Maintenance includes one monthly update to the hosting environment operating systems and hardware, limited to a four (4) hour window, as well as emergency updates to the hosting environment operating systems and hardware due to identified vulnerabilities. Vendor will provide one week's advanced notice to Customer of all regular monthly updates. Vendor will provide no less than one (1) Business Day prior notice for emergency updates, unless mutually agreed upon due to the urgency of the emergency update

The Service Level Guarantee applies to Customers who have current accounts (i.e., not past due) with Vendor. Vendor will be excused from failure to meet Service Availability under this Agreement if such failure is caused by the occurrence of any event beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots or war.

9. Service Availability Credit. Customer will be entitled to credit(s) if Vendor fails to meet the Service Availability outlined above in any given month. Vendor will, as Vendor's sole obligation and Customer's sole and exclusive remedy for failure to meet the foregoing guarantee, credit Customer's account according to the following schedule:

Services Availability	Credit*
Uptime of 100%(Less than 5 minutes of downtime)	No Credit
Uptime of 99.9% - 99.99% (Between 5 and 43 minutes of downtime)	1%
Uptime of 99.0% - 99.9% (Between 43 and 432 minutes of downtime)	2%
Uptime of 98.0% - 98.9% (Between 432 and 864 minutes of downtime)	3%
Uptime of 97.0% - 97.9% (Between 864 and 1,296 minutes of downtime)	5%
Uptime of 95.0% - 96.9% (Between 1,296 and 2,160 minutes of downtime)	10%
Uptime of 90.0% - 95.0% (Between 2,160 and 4,320 minutes of downtime)	15%
Less than 90% (More than 4,320 minutes of downtime)	33%

* (Percentage of the total managed services monthly fees due to Vendor for that calendar month. The total credit from all Service Level Guarantees is not to exceed 33% of such fees due to Vendor for that calendar month as indicated below.)

9.1. Credit Requests. Customer's account will be credited based upon the actual duration of the interruption of Service, measured from the issuance of a trouble ticket with the Vendor Network. For issuance of credit to Customer's account, Customer must (1) provide written notice to Vendor of the circumstances giving rise to this credit request, (2) provide such written notice within five (5) days after the last day of the month within which Vendor failed to meet Service Availability, and (3) identify the relevant ticket(s) relating to the SLA for which the Customer seeks credit(s).

9.2. Credit Exceptions. Credit will not be issued under this Agreement for any covered outage that, as determined by Vendor in its reasonable judgment, results from:

- a) Downtime due to Customer-initiated changes whether implemented by Customer or by Vendor on behalf of Customer;
- b) Downtime caused as a result of the Customer exceeding system capacity;
- c) Downtime due to Customer required hardware/software configurations that are not Vendor tested and approved;

- d) Downtime due to problems caused by Customer-supplied Web site content or software (e.g. faulty third party applications);
- e) Downtime due to Customer failure to adhere to Vendor's change management process and procedures;
- f) Downtime due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors, or anyone gaining access to Vendor's network or to the Customer's Web site at the request of Customer;
- g) Downtime caused by Acts of God or natural disasters;
- h) Any event or condition not wholly within the control of Vendor, such as electrical outages and internet backbone outages;
- i) Any failure of Customer-provided local access facilities;
- j) Any failure related to violations of Vendor's Acceptable Use policy
- k) Any scheduled or emergency maintenance up to an accumulated total of 24 hours per month;
- l) Any failures that cannot be corrected because the Customer is inaccessible.

10. Acceptable Use. Customer is solely responsible for the content of any postings, data or transmissions using the Hosting Services, or any other use of the Hosting Services by Customer or by any person or entity Customer permits to access the Hosting Services. Customer represents and warrants that it will: (a) not use Vendor hosting services in a manner that: (i) is prohibited by any law, or to facilitate the violation of any law; or (ii) will disrupt third parties' use or enjoyment of any communications service or outlet; (b) not violate or tamper with the security of any Vendor or its agents computer equipment or program; and (c) enter into an agreement with each of its end-users sufficient to comply with the terms herein. If Vendor has reasonable grounds to believe that Customer is utilizing the Hosting Services for any illegal purpose Vendor may suspend or terminate Hosting Services immediately upon notice to Customer.

11. Fees & Payment. Fees for Hosting Services are included in the yearly SaaS fee and will be invoiced as described in Section 5.2 of this Agreement. Payment of invoices will be due within 90 days of Customer's receipt of invoice. Late payments shall accrue interest at a rate of 1.5% per month until paid in full.

12. Additional Resource Utilization. Customer agrees to pay additional charges for network services that exceed the resources provisioned. Vendor will invoice Customer for additional monthly resource usage on a monthly basis in arrears, and payment will be due within 90 days of receipt of invoice.

13. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 2 ADDENDUM:**GENERAL DATA PROTECTION REGULATION FOR DATA PROCESSING**

This General Data Protection Regulation ("GDPR") Data Processing Addendum (the "DPA") is an addendum to Rider 2: Software and Data Hosting Service Level Agreement of the Software License & Services Master Agreement (the "Agreement") between Vendor and Customer.

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Customer Affiliates, if and to the extent Vendor processes Personal Data for which such Customer Affiliates qualify as the Controller. In providing Services to Customer pursuant to the Agreement, Vendor may Process Personal Data on behalf of Customer, and the parties agree to comply with the following provisions with respect to any Personal Data. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Vendor under this DPA, and shall be entitled to transmit and receive any communication in relation to this DPA on behalf of its Customer Affiliate(s).

Except as modified below, the terms of the Agreement shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. In case of a conflict between the terms of the DPA and the Agreement, the terms of the Agreement shall prevail. This DPA supersedes and replaces all prior agreements between Customer and Vendor regarding the subject matter of this DPA.

Vendor and the Customer hereby enter into this DPA effective as of the last signature date below. This DPA is incorporated into and forms part of the Agreement.

1. Definitions.

1.1. "Controller" means "controller" as defined in the GDPR.

1.2. "Customer Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Vendor, but has not signed its own Order with Vendor and is not a "Customer" as defined under the Agreement.

1.3. "Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

1.4. "Data Subject" means the identified or identifiable person to whom Personal Data relates.

1.5. "EEA" means the European Economic Area.

1.6. "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

1.7. "Instruction(s)" means a direction, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by Controller to Processor and directing Processor to Process Personal Data.

1.8. "Personal Data" means "personal data" as defined in the GDPR that is subjected to the Services under Customer's Agreement.

1.9. "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

1.10. "Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

1.11. "Processor" means "processor" as defined in the GDPR.

1.12. "Services" means the services provided by Vendor to Customer as agreed in the Agreement.

1.13. "Sub-processor" means any Processor engaged by Vendor.

Ingeniux	Company

1.14. "Supervisory Authority" means an independent public authority, which is established by an EU Member State pursuant to the GDPR.

2. Data Processing.

2.1. Scope and Roles. This DPA applies when Personal Data is Processed by Vendor as part of Vendor's provision of Services as agreed in the Agreement and the applicable Order. In this context, Customer is the Data Controller and Vendor is the Data Processor with respect to Personal Data.

2.2. Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's Instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Controller shall not provide or make available to Processor any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Processor from all claims and losses in connection therewith.

2.3. Vendor's Processing of Personal Data. Vendor shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented Instructions as set forth in Section 2.

2.4. Details of the Processing. The subject matter of Processing of Personal Data by Vendor is the performance of the Services pursuant to the Agreement. Vendor will Process Personal Data as necessary to perform the Services pursuant to the Agreement and for the term of the Agreement.

2.5. Termination of Services. Following completion of the Services, at Customer's choice, Processor shall return or delete the Personal Data, except as required to be retained by the laws of the European Union or European Union member states.

2.6. Compliance with Laws. Each party will comply with all applicable laws, rules and regulations, including the Data Protection Laws and Regulations.

3. Customer Instructions. Vendor will process Personal Data only in accordance with Customer's Instructions. The parties agree that this DPA and the Agreement are Customer's complete and final documented Instructions at the time of signature of the Agreement to Vendor in relation to the Processing of Personal Data. Additional or modified Instructions require a documentation similar to this DPA and any such instructions leading to additional efforts by Vendor beyond the scope of the Services agreed in the Agreement and the Order may result in addition service fees payable by Customer that need to be documented in writing. Customer shall ensure that its Instructions comply with Data Protection Laws and Regulations and that the Processing of Personal Data in accordance with Customer's Instructions will not cause Vendor to be in breach of the GDPR.

4. Vendor Personnel

4.1. Limitation of Access. Vendor shall ensure that Vendor's access to Personal Data is limited to those personnel who require such access to perform the Services specified in the Agreement.

4.2. Confidentiality. Vendor shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements. Vendor shall ensure that such confidentiality agreements survive the termination of the employment or engagement of its personnel.

4.3. Reliability. Vendor shall take commercially reasonable steps to ensure the reliability of any Vendor personnel engaged in the Processing of Personal Data.

4.4. Data Protection Officer. Effective from May 25, 2018, Vendor shall have appointed, or shall appoint, a data protection officer if Data Protection Laws and Regulations require such appointment. Any such appointed person may be reached at privacy@ingeniux.com.

5. Sub-Processors.

5.1. Sub-processors. Customer acknowledges and agrees that (a) Vendor's affiliates may be retained as Sub-processors; and (b) Vendor and its Affiliates respectively may engage third-party Sub-processors in the

performance of the Services. Vendor or its Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor. Customer hereby consents to Vendor's use of Sub-processors as described in this Section.

5.2. List of Current Sub-processors and Information about New Sub-processors. Vendor shall make available to Customer a current list of Sub-processors for the Services upon request at privacy@ingeniux.com. Customer may request to receive notifications of new sub-processors via the aforementioned address.

5.3. Objection Right for new Sub-processors. Customer may object to Vendor's use of a new Sub-processor by notifying Vendor promptly in writing within 10 business days after Vendor's update in accordance with the mechanism set out in Section 5.2 above. In the event Customer objects to a new Sub-processor, and that objection is not unreasonable, Vendor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Vendor is unable to make available such change within a reasonable period of time, which shall not exceed 30 days, Customer may terminate the applicable Order(s) in respect only to those Services which cannot be provided by Vendor without the use of the objected-to new Sub-processor, on the condition that Customer provides such termination notice within 90 days of being informed of the engagement of the Sub-processor as described in Section 5.2 above. Vendor will then refund Customer any prepaid fees covering the remainder of the term of such terminated Order(s) following the effective date of termination with respect of such terminated Services. This termination right is Customer's sole and exclusive remedy if Customer objects to any new Sub-processor.

5.4. Liability. Vendor shall be liable for the acts and omissions of its Sub-processors to the same extent Vendor would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise agreed.

6. Security of Personal Data. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Vendor shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data according to Customer Instructions. Vendor has implemented and will maintain the technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss, alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Customer Data. Vendor regularly monitors compliance with these measures. Specific data security information may be disclosed upon request from privacy@ingeniux.com to the degree it does not undermine or compromise the integrity of the security measures intended to protect Personal Data.

7. Rights of Data Subjects. Vendor shall, to the extent legally permitted, promptly notify Customer if Vendor receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, Vendor shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Vendor shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Vendor is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Vendor's provision of such assistance.

8. Personal Data Breach Management and Notification. Vendor maintains a security incident management policy and shall notify Customer without undue delay after becoming aware of a Personal Data Breach, as required to assist the Customer in ensuring compliance with its obligations to notify the Supervisory Authority in the event of Personal Data Breach. Vendor shall make reasonable efforts to identify the cause of such Personal Data Breach and take those steps as Vendor deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach to the extent the remediation is within Vendor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

9. Data Protection Impact Assessment. With effect from May 25, 2018, upon Customer's request, Vendor shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services. Vendor shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section.

10. Return of Deletion of Personal Data. At the choice of Customer, Vendor shall return Personal Data to Customer or delete Personal Data after the end of the provision of Services relating to Processing in accordance with the timeframe specified in the Agreement, unless applicable law requires storage of Personal Data.

11. Transfers of Personal Data. Customer may select the geographic region in which Personal Data is housed from those available for the applicable Services. Once Customer has made its choice, Vendor will not move the Personal Data without Customer's prior written consent or unless required to comply with applicable law. Any transfer of Personal Data outside the EEA to the USA by granting a remote access right for the purpose of providing Customer with 24/7 Customer support is subjected to the EU-U.S. and Swiss-U.S. Privacy Shield.

12. Term and Termination of the DPA. This DPA will become binding once both parties have received a countersigned copy and the DPA shall continue in force until the termination of the Agreement.

13. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 3

WEBSITE IMPLEMENTATION SERVICES STATEMENT OF WORK

This Rider # 3 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

1. Description. Vendor will provide up to 1,050 hours of professional services for implementing the <http://sonomacounty.ca.gov> website, and up to eight associated department websites, in the Ingeniux Content Management System (CMS).

2. Customer Contact. Customer's contact for all Services and Work Product associated with this Statement of Work is Jeff Deffenbaugh.

3. Scope of Work. Vendor will provide up to 1,050 hours of professional services for implementing the <http://sonomacounty.ca.gov> website and up to eight associated department websites in the Ingeniux Content Management System software.

Vendor has not seen Customer's website designs and has not defined requirements with Customer. Vendor will work with Customer to define a project plan for use of professional services. The estimate for services hours is based on the following assumptions:

- a) Discovery & Definition
 - (i) Three-day onsite discovery session to define Customer's site implementation requirements and technical integration requirements, based on delivered designs and information architecture.
 - (ii) Technical definition for third-party application integration.
 - (iii) Technical Specification for site implementation.
 - (iv) Review and approval with Customer.
- b) Implementation
 - (i) Development of an estimated 30 templates (25 for main site and additional 5 for department sites), based on delivered design templates and information architecture.
 - (ii) Mark-up XHTML and CSS of delivered graphic design templates with responsive break-points.
 - (iii) Implementation of up to 30 Page Types and associated Components in Ingeniux CMS, as defined in the approved Technical Specification.
 - (iv) Configuration and implementation of Ingeniux InSite Search.
- c) Application Integration
 - (i) Integration with the following third-party applications and/or data sources:
 - Granicus Agenda Management System
 - Socrata
 - OnBase
 - EFRI GIS
 - ThinkSmart
- d) Delivery
 - (i) Vendor testing of site implementation for conformance to approved technical specification.
 - (ii) Installation and configuration of site implementation in Vendor's internet accessible staging environment for customer review and approval.
 - (iii) Adjustments and changes as requested by Customer, based on Customer review.
 - (iv) Delivery of approved site implementation to Vendor-provisioned production environment.

e) Project Management

- (i) Designated project manager
- (ii) Detailed project plan, with weekly updates and status reports
- (iii) Project management duties, including but not limited to, project meetings, project correspondence, issue tracking, and project metrics.

Actual services needed to implement Customer's website may require more or less than the 1,050 professional services hours provided in this statement of work. Vendor will only charge Customer for service hours incurred. Vendor will notify Customer in advance if service hours needed to complete Customer's website implementation will exceed the 1,050 services hours provided in this statement of work, and will seek and receive Customer's written approval prior to engaging in work that exceeds the hours provided herein

4. Consideration and Payment. Professional services are provided at the 360 Program discounted rate of \$150 per hour. Vendor will invoice Customer monthly in arrears for Services hours used in the previous month. Payment of uncontested invoices will be due within 90 days of Customer's receipt of invoice

Customer will pay Vendor's service-related travel expenses associated with this scope of work, provided the same are approved in advance by Customer, and provided, further, that said travel expenses adhere to Customer's travel reimbursement policies, as submitted to Vendor in advance. Vendor's standard travel reimbursement policy is to provide receipts for airfare and lodging and charge a fixed rate per-diem of \$105.00 per day, including travel days, for food, ground transportation and other travel incidental expenses.

5. Cancellation. Customer may cancel work to be performed under this Statement of Work at any time and for any reason. Such cancellation shall be prospective in nature and will not have the effect of terminating this Agreement. Vendor will invoice Customer for all fees and reimbursable expenses incurred up to and including the cancellation date in connection with the Services already performed under this Statement of Work, and Customer will make payment within 90 days of receipt of invoice. In the event the fees previously paid by Customer exceed the amount of fees owed Vendor for work undertaken prior to the Cancellation Date, Vendor shall refund to Customer the difference between the fees paid by Customer and the fees owed to Vendor.

6. Continued Viability of the Agreement. The Parties expressly agree and acknowledge that this Rider is not intended to terminate or to invalidate the Agreement. The Parties further acknowledge and agree that the terms of the Agreement, where not inconsistent with and where not altered by the terms of this Rider, will continue to apply and will also apply to this Rider.

7. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 4 CONTENT MIGRATION STATEMENT OF WORK

This Rider # 4 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

- 1. Description.** Vendor will provide up to 700 hours of services for migrating content from the current Sonoma County website, <http://sonomacounty.ca.gov>, into the newly implemented website in Ingeniux CMS.
- 2. Customer Contact.** Customer's contact for all Services and Work Product associated with this Statement of Work is Jeff Deffenbaugh.
- 3. Vendor Scope of Work.** Vendor will provide up to 700 hours of services for migrating content. Hours estimates are based on programmatically migrating content from an Ektron data export into Ingeniux CMS.
 - a) Vendor will provide Customer with worksheet formats for defining the site information architecture and the site Content Map (see Section 4, below).
 - b) Vendor will migrate web content from customer's existing web site data repository (Ektron) into the new Ingeniux CMS site implementation, based on Customer-provided site information architecture and content mapping.
 - c) Vendor will import into the CMS Customer-provided digital assets – images, documents and media files – required for the site implementation, based on Customer-provided asset mapping.
 - d) Vendor will preserve the validity of internal links contained in the migrated pages.
 - e) Vendor will migrate external links as contained in the existing site pages
 - f) Vendor will QA migrated site pages to insure the migrated pages conform to the site information architecture and site content mapping.
- 4. Customer Scope of Work.** Customer will provide the following:
 - a) Information Architecture: Prior to Vendor undertaking content migration, Customer will provide a site information architecture (the IA) defining the organization of the content to be migrated into the new Ingeniux CMS site implementation.
 - b) Content Inventory and Mapping: Prior to Vendor undertaking content migration, Customer will provide Vendor with an inventory of content to be migrated, with content from the existing site mapped to the corresponding Page Types and Components in the new site implementation (the Content Map).
 - c) Asset inventory and Mapping: Customer will provide Vendor with an inventory of all images, documents and media files to be migrated into the new site, with a listing of the pages and components in which the assets are used (the Asset Map). Customer will provide production-ready digital copies of all assets to Vendor.
 - d) QA: Customer will review and validate the migrated pages and components provided by Vendor, and will identify any discrepancies between the content and asset mappings and the delivered migration.
- 5. Consideration and Payment.** Professional services are provided at the 360 Program discounted rate of \$150 per hour. Vendor will invoice Customer monthly in arrears for Services hours used in the previous month. Payment of uncontested invoices will be due within 90 days of Customer's receipt of invoice

Customer will pay Vendor's service-related travel expenses associated with this scope of work, provided the same are approved in advance by Customer, and provided, further, that said travel expenses adhere to Customer's travel reimbursement policies, as submitted to Vendor in advance. Vendor's standard travel reimbursement policy is to provide receipts for airfare and lodging and charge a fixed rate per-diem of \$105.00 per day, including travel days, for food, ground transportation and other travel incidental expenses.
- 6. Cancellation.** Customer may cancel work to be performed under this Statement of Work at any time and for any reason. Such cancellation shall be prospective in nature and will not have the effect of terminating this Agreement. Vendor will invoice Customer for all fees and reimbursable expenses incurred up to and including the cancellation

date in connection with the Services already performed under this Statement of Work, and Customer will make payment within 90 days of receipt of invoice. In the event the fees previously paid by Customer exceed the amount of fees owed Vendor for work undertaken prior to the Cancellation Date, Vendor shall refund to Customer the difference between the fees paid by Customer and the fees owed to Vendor.

7. Continued Viability of the Agreement. The Parties expressly agree and acknowledge that this Rider is not intended to terminate or to invalidate the Agreement. The Parties further acknowledge and agree that the terms of the Agreement, where not inconsistent with and where not altered by the terms of this Rider, will continue to apply and will also apply to this Rider.

8. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 5

WEBSITE DESIGN SERVICES STATEMENT OF WORK

This Rider # 5 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

1. Description. Vendor will provide up to 800 hours of professional services for the re-design of the <http://sonomacounty.ca.gov> website. Vendor will work with Customer to define a project plan for use of professional services. The estimate for services hours is based on the following assumptions:

a) Discovery & Definition

- (i) Requirements gathering to define Customer's website strategy and design requirements, done in conjunction with the three-day onsite discovery session to define Customer's website implementation requirements (Rider #3).
- (ii) Requirements definition for design templates for the Sonoma County main website (<http://sonomacounty.ca.gov>), the Sonoma County intranet website, and up to eight department websites.
- (iii) Definition of site information architecture to fourth level
- (iv) Wireframe models to define template layout and functionality for up to 35 templates
- (v) Design Brief defining site templates and required desktop and mobile views

b) Design

- (i) Graphic design treatment for overall site design conventions and top-level pages
- (ii) One round of reviews and revisions for site design conventions and top-level pages
- (iii) Graphic design treatment for secondary-level pages
- (iv) Two rounds of reviews and revisions for secondary-level pages
- (v) Graphic design treatment for mobile responsive views
- (vi) One round of reviews and revisions for mobile responsive
- (vii) Production graphics for up to 35 templates

c) Project Management

Actual services needed to implement Customer's website may require more or less than the 800 professional services hours provided in this statement of work. Vendor will only charge Customer for service hours incurred. Vendor will notify Customer in advance if service hours needed to complete Customer's website implementation will exceed the 800 services hours provided in this statement of work, and will seek and receive Customer's written approval prior to engaging in work that exceeds the hours provided herein

2. Consideration and Payment. Professional services are provided at the 360 Program discounted rate of \$150 per hour. Vendor will invoice Customer monthly in arrears for Services hours used in the previous month. Payment of uncontested invoices will be due within 90 days of Customer's receipt of invoice

Customer will pay Vendor's service-related travel expenses associated with this scope of work, provided the same are approved in advance by Customer, and provided, further, that said travel expenses adhere to Customer's travel reimbursement policies, as submitted to Vendor in advance. Vendor's standard travel reimbursement policy is to provide receipts for airfare and lodging and charge a fixed rate per-diem of \$105.00 per day, including travel days, for food, ground transportation and other travel incidental expenses.

3. Cancellation. Customer may cancel work to be performed under this Statement of Work at any time and for any reason. Such cancellation shall be prospective in nature and will not have the effect of terminating this Agreement. Vendor will invoice Customer for all fees and reimbursable expenses incurred up to and including the cancellation date in connection with the Services already performed under this Statement of Work, and Customer will make

Ingeniux	Company

payment within 90 days of receipt of invoice. In the event the fees previously paid by Customer exceed the amount of fees owed Vendor for work undertaken prior to the Cancellation Date, Vendor shall refund to Customer the difference between the fees paid by Customer and the fees owed to Vendor.

4. Continued Viability of the Agreement. The Parties expressly agree and acknowledge that this Rider is not intended to terminate or to invalidate the Agreement. The Parties further acknowledge and agree that the terms of the Agreement, where not inconsistent with and where not altered by the terms of this Rider, will continue to apply and will also apply to this Rider.

5. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 6

INTRANET WEBSITE IMPLEMENTATION SERVICES STATEMENT OF WORK

This Rider # 6 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

1. Description. Vendor will provide up to 275 hours of professional services for implementing the Sonoma County intranet website in Ingeniux Content Management System (CMS).

2. Customer Contact. Customer's contact for all Services and Work Product associated with this Statement of Work is Jeff Deffenbaugh.

3. Scope of Work. Vendor will provide up to 275 hours of professional services for implementing the Sonoma County intranet website in Ingeniux Content Management System (CMS).

Vendor has not seen Customer's website designs and has not defined requirements with Customer. Vendor will work with Customer to define a project plan for use of professional services. The estimate for services hours is based on the following assumptions:

a) Discovery & Definition

- (i) Requirements gathering for the intranet website, done in conjunction with the two-day onsite discovery session to define Customer's main website implementation (Rider #3)
- (ii) Technical Specification for site implementation.
- (iii) Review and approval with Customer.

b) Implementation

- (i) Development of an estimated 5 – 10 additional CMS templates that utilize the same design and IA conventions of the main website.
- (ii) Mark-up XHTML and CSS of delivered graphic design templates with responsive break-points.
- (iii) Implementation of up to 10 Page Types and associated Components in Ingeniux CMS, as defined in the approved Technical Specification.
- (iv) Configuration and implementation of Ingeniux InSite Search.

c) Delivery

- (i) Vendor testing of site implementation for conformance to approved technical specification
- (ii) Installation and configuration of site implementation in Vendor's internet accessible staging environment for customer review and approval
- (iii) Adjustments and changes as requested by Customer, based on Customer review
- (iv) Delivery of approved site implementation to Vendor-provisioned production environment

d) Project Management

Actual services needed to implement Customer's website may require more or less than the 275 professional services hours provided in this statement of work. Vendor will only charge Customer for service hours incurred. Vendor will notify Customer in advance if service hours needed to complete Customer's website implementation will exceed the 275 services hours provided in this statement of work, and will seek and receive Customer's written approval prior to engaging in work that exceeds the hours provided herein

4. Consideration and Payment. Professional services are provided at the 360 Program discounted rate of \$150 per hour. Vendor will invoice Customer monthly in arrears for Services hours used in the previous month. Payment of uncontested invoices will be due within 90 days of Customer's receipt of invoice

Ingeniux	Company

Customer will pay Vendor's service-related travel expenses associated with this scope of work, provided the same are approved in advance by Customer, and provided, further, that said travel expenses adhere to Customer's travel reimbursement policies, as submitted to Vendor in advance. Vendor's standard travel reimbursement policy is to provide receipts for airfare and lodging and charge a fixed rate per-diem of \$105.00 per day, including travel days, for food, ground transportation and other travel incidental expenses.

5. Cancellation. Customer may cancel work to be performed under this Statement of Work at any time and for any reason. Such cancellation shall be prospective in nature and will not have the effect of terminating this Agreement. Vendor will invoice Customer for all fees and reimbursable expenses incurred up to and including the cancellation date in connection with the Services already performed under this Statement of Work, and Customer will make payment within 90 days of receipt of invoice. In the event the fees previously paid by Customer exceed the amount of fees owed Vendor for work undertaken prior to the Cancellation Date, Vendor shall refund to Customer the difference between the fees paid by Customer and the fees owed to Vendor.

6. Continued Viability of the Agreement. The Parties expressly agree and acknowledge that this Rider is not intended to terminate or to invalidate the Agreement. The Parties further acknowledge and agree that the terms of the Agreement, where not inconsistent with and where not altered by the terms of this Rider, will continue to apply and will also apply to this Rider.

7. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 7 SOFTWARE AND SITE TRAINING SERVICES

This Rider # 7 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

- 1. Software Training Services.** Vendor will provide four (4) days of training at Customer's location. Training will include:
 - a) One-day of Ingeniux CMS Software Training covering Software operation and Software administration. Designed for technical staff and site administrators, the participants will learn how to use the Ingeniux CMS Software and manage Web sites in the Ingeniux CMS Software.
 - b) One-day of Ingeniux Site Training covering the use, management and administration of Customer's site implementation in Ingeniux CMS. Designed for technical staff, site administrators and content contributors, the participants will learn how to use and manage their site as implemented in Ingeniux CMS.
 - c) Two-days of Ingeniux CMS Configuration Training covering the configuration of the Ingeniux CMS working environment. Designed for technical staff and site administrators, the participants will learn how to set-up and maintain users, groups, permissions, workflows and page creation rules in Ingeniux CMS.
- 2. Developer Training Services.** Vendor will provide five (5) days of developer training at Customer's location. Training will include:
 - a) Three-days of Ingeniux CMS Developer Training, covering implementation of websites in Ingeniux CMS. Designed for website developers, this course addresses: schema development and content structuring in Ingeniux CMS; general principles and best practices for working in the ASP.NET framework and MVC, and; implementing websites in Ingeniux CMS ASP.NET and MVC.
 - b) Two-days of directed training and co-development, working with Customer's technical staff.
- 3. Fees and Payment.** Software Training fees are \$10,000 and include travel expenses for delivery of training at Customer's location. Developer Training fees are \$12,500 and include travel expenses for delivery of training at Customer's location. Training fees will be invoiced upon confirmation of training dates by Customer and payment will be due within 90 days of receipt of invoice.
- 4. Acceptance.** Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 8 ADDITIONAL TRAINING SERVICES

This Rider # 8 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

1. Software Training Services. Vendor will provide four (4) days of software and site training at Customer's location. Training will include:

- a) One-day of Ingeniux CMS Software Training covering Software operation and Software administration. Designed for technical staff and site administrators, the participants will learn how to use the Ingeniux CMS Software and manage Web sites in the Ingeniux CMS Software.
- b) One-day of Ingeniux Site Training covering the use, management and administration of Customer's site implementation in Ingeniux CMS. Designed for technical staff, site administrators and content contributors, the participants will learn how to use and manage their site as implemented in Ingeniux CMS.
- c) Two-days of Ingeniux CMS End-User Training, designed for content authors who will use the Ingeniux authoring client to create, edit and publish content to the Web site. Participants will learn how to create web pages, enter and edit content, preview pages, use workflow and publish Web pages.

2. Fees and Payment. Software Training fees are \$10,000 and include travel expenses for delivery of training at Customer's location. Training fees will be invoiced upon confirmation of training dates by Customer and payment will be due within 90 days of receipt of invoice.

3. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____

RIDER # 9 INGENIUX 360 DEVELOPER PROGRAM

This Rider # 9 is to the SOFTWARE LICENSE AND SERVICES MASTER AGREEMENT dated November 19, 2019 between Vendor and Customer.

1. Ingeniux 360 Developer Program Term. Vendor will provide services to support Customer's site developers and Customer's Software implementation on an annual basis, during the SaaS Term (the 360 Term).

2. Ingeniux 360 Developer Program Services: During the 360 Term, Vendor will provide the following services:

Software License	Three (3) developer licenses for local installs of Ingeniux software
Development Services	200 hours per year of professional services, as directed by Customer during the 360 Term. Hours may be accumulated throughout the 360 Term.
Consulting Services	Strategic technology roadmap planning and consulting One (1) annual site audit during the 360 Term
Training and Community	Access to all instructor-led virtual classes 25% discount to all in-person Ingeniux training courses Discounted Ingeniux User Conference registration

3. Service Requests and Fulfillment: Customer requests for services under this agreement will be acknowledged by Vendor with a customer support ticket, work order or email confirmation.

- a) Professional Services: Vendor will work with Customer to determine the nature of the service request and provide Customer with an estimated timeframe to complete the service request. Customer will provide Vendor with a current copy of their Software implementation, delivered through Vendor's code versioning system, prior to the start of any professional services work.
- b) Training: Vendor will publish a schedule and agenda for training classes. Space for training classes is limited. Customer requests for training will be accommodated on a first come, first served basis.
- c) Site Audits: Site audits will be scheduled at times mutually acceptable to Customer and Ingeniux. Customer will provide Ingeniux with a current copy of the site to be audited through Customer's code versioning system. Vendor will provide a written report of findings and recommendations.

4. Fees and Payment. Fees for the 360 Term are included in the SaaS fee and will be invoiced as described in Section 5.2 of this Agreement. The 360 Term may be extended for an additional period subject to additional fees. Any professional services hours not used in a given 360 Term may be rolled over at no additional charge to a subsequent 360 Term.

5. Acceptance. Customer's acceptance of the terms and conditions of this Rider is acknowledged by the execution of Customer's Professional Services Agreement by Customer and Vendor.

County of Sonoma	Ingeniux Corporation
Signature: _____	Signature: _____
Name: _____	Name: <u>James Edmunds</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: _____