

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
21-923

SAP Number  
\_\_\_\_\_

## Innovation and Technology Department

<b>Department Contract Representative</b>	<u>Jennifer Mancebo</u>
<b>Telephone Number</b>	<u>909-388-5579</u>
<b>Contractor</b>	<u>miniOrange Security Software Private Limited</u>
<b>Contractor Representative</b>	_____
<b>Telephone Number</b>	_____
<b>Contract Term</b>	<u>December 7, 2021, through December 6, 2026</u>
<b>Original Contract Amount</b>	<u>Non-financial</u>
<b>Amendment Amount</b>	<u>N/A</u>
<b>Total Contract Amount</b>	<u>Non-financial</u>
<b>Cost Center</b>	<u>1201004048</u>

**Briefly describe the general nature of the contract:** *Service Level Agreement with Xecurify Inc dba miniOrange Security Software Private Limited, for a subscription to the miniOrange software WordPress plugin, for the period of December 7, 2021, through December 6, 2026.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Deputy County Counsel

Date 11-9-2021

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_

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# Service Level Agreement

Home (<https://idp.miniorange.com/>) / Content Library (<https://idp.miniorange.com/docs>) / Compliances & Security Policies (<https://idp.miniorange.com/security-policies-and-compliances/>) / Service Level Agreement

THIS LICENSE AGREEMENT (“SERVICE LEVEL AGREEMENT”) IS MADE BETWEEN XECURIFY INC AND YOU.

BY PURCHASING OUR SOFTWARE/PLUGINS AND OR USING ANY OF OUR SOFTWARE/ PLUGINS, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEM. CUSTOMER UNDERSTANDS THAT, IF THE LICENSE TO THE SOFTWARE WAS PURCHASED FROM AN AUTHORIZED RESELLER OF XECURIFY, THAT RESELLER IS NOT XECURIFY’S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES, STATUTORY OR OTHERWISE, ON XECURIFY’S BEHALF OR TO VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

## 1. DEFINITIONS:

The following definitions will apply:

- 1.1. “Customer” means the legal entity or individual that agrees to the terms of this Agreement.
- 1.2. “Software” means Xecurify products, its Source Code and Object Code, including, as applicable, executable and non-executable application files that customers may download.
- 1.3. “Documentation” means any written materials supplied by Xecurify, either in print or digital format, to be used in conjunction with the Software for purposes including, but not limited to, installation, training, and demonstration of the Software.
- 1.4. “Licensed User” means one of the Customer’s employees, representatives, consultants, contractors, agents or other persons expressly permitted by Customer in connection with Customer’s business affairs who are authorized to use the Software and have been supplied user identifications and passwords by Customer (or by Xecurify at Customer’s request).
- 1.5. “Third Party” means any person or organization who is not an employee, representative, consultant, contractor, agent, or another person expressly designated by the Customer to conduct business on Customer’s behalf.
- 1.6. “Derivative Work” means any work derived from the Software or in which the Software is an integrated component, and which derivation was created or developed, at the expense of, or on the initiative of the Customer. Derivative Works may include but are not limited to software applications, cloud-based (Software as a Service) applications, or online portals that integrate with the Software.
- 1.7. “Software Update Release” means an embodiment of the Software that delivers minor performance improvements or enhancements of existing features and/or functionality to the Software.
- 1.8. “Software Upgrade Release” means an embodiment of the Software that delivers substantial performance improvements, architectural changes or new features and/or functionality to the Software, for which Xecurify may charge a separate license fee.
- 1.9. “Support Services” means the services provided by Xecurify including Software support and maintenance and Software Update Releases and for which Customer pays a separate annual support fee.

## 2. LICENSE GRANTS

2.1. Subject to Customer’s compliance with the terms and restrictions contained herein, Customer is entitled to use this Software for Customer’s own internal business use, but may not sell, transfer, rent, or sub-license the Software, Documentation, or Derivative Work to any Third Party in any way. Customers may not grant any Third Party access to any administrative functions of the Software including, but not limited to, survey creation and editing, report creation and editing, user management functions, and system administrative functions.

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### 3. PAYMENT:

The customer needs to pay in 100% payment in advance to get the Xecurify Software/Product license. This term and condition is according to the Xecurify payment Policy.

### 4. RESTRICTIONS OF USE:

Customers may not license, sublicense, rent, resell, lease or otherwise supply the Software, Documentation or Derivative Works for use in, or for the benefit of, any Third Party, without the prior written consent of Xecurify. Customers may not modify, enhance, supplement, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software to human readable form. Customer will not use or access the Software to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Software, (iii) make Derivative Works based upon the Software, except for Customer's own internal business use (iv) copy any features, functions or graphics of the Software. Use, resale, or exploitation of the Software except as expressly permitted in this Agreement is prohibited.

### 5. SUPPORT SERVICES:

If the Customer has purchased Support Services or if any Software license purchased by the Customer includes Support Services, the Customer agrees that those Support Services are bound as per the quotation.

### 6.SOURCE CODE AND SOFTWARE DEVELOPER KIT:

If a Customer has purchased any Xecurify Software License package that includes the Source Code or SDK, Customer acknowledges that use of the Source Code or SDK is bound by the terms of this Agreement. Purchase of Xecurify Software License does not entitle Customer to Software Upgrade releases unless Customer has opted in for it.

### 7. CONFIDENTIALITY:

Customer acknowledges and agrees that the Software and associated Documentation constitute valuable proprietary and confidential information and intellectual property (collectively, the "Proprietary Information") of Xecurify. Customer may not use or disclose Proprietary Information without Xecurify's prior written consent, except disclosure to and subsequent uses by Customer's employees and contractors who have a need-to-know, provided such employees and contractors have executed written agreements restricting use or disclosure of Proprietary Information that are at least as protective as those set forth in this Agreement. Customer agrees to use at least the same degree of care in protecting the Proprietary Information as Customer uses to protect Customer's own similar information, but in no event less than reasonable care. Customer acknowledges that due to the unique nature of the Proprietary Information, Xecurify will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Proprietary Information. In addition to any other remedies that may be available in law, in equity, or otherwise, Xecurify shall be entitled to obtain injunctive relief to prevent such unauthorized use or disclosure. Customers shall not use any information or data disclosed by Xecurify in connection with this Agreement to contest the validity of any Xecurify intellectual property. Any such use of Xecurify information and data shall constitute a material, non-curable breach of this Agreement.

### 8. LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT ALLOWED BY LAW, XECURIFY SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. TO THE FULLEST EXTENT ALLOWED BY LAW, XECURIFY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO XECURIFY IN RESPECT OF THE ORDER THAT IS THE SUBJECT OF THIS AGREEMENT.

### 9. TERMINATION:

Without prejudice to any other rights, Xecurify may terminate this license if Customer fails to comply with the terms and conditions of this License. In such an event, Customer must destroy all copies of the Software and Documentation and all of its component parts.

### 10. GENERAL:

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This Agreement constitutes the entire understanding between Xecurify and Customer with respect to the subject matter hereof. Xecurify reserves the right to change to this Agreement without any prior notice at their sole discretion. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement or the Ordering Form, shall not become part of this Agreement unless specifically accepted by Customer in writing. Customer shall be responsible for and shall pay, and shall reimburse Xecurify on request if Xecurify is required to pay any sales, use, value added tax (VAT), consumption or other tax (excluding any tax that is based on Xecurify's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on the Package.



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(<https://www.linkedin.com/company/miniorange-incorporated/>) (<https://www.youtube.com/channel/UCxQuL2JNo8HA4baZSljcgRg>)

**SIGN UP FREE** (<https://www.miniorange.com/businessfreetrial>)

## Product

Single Sign-On (<https://Miniorange.Com/Single-Sign-On-Sso>)

Identity Brokering (<https://Miniorange.Com/Identity-Broker-Service>)

OAuth / OpenID Connect Server (<https://Miniorange.Com/Oauth2-Server>)

Multi Factor Authentication ([https://Miniorange.Com/Two-Factor-Authentication-\(2fa\)](https://Miniorange.Com/Two-Factor-Authentication-(2fa)))

Adaptive Authentication (<https://Miniorange.Com/Adaptive-Multi-Factor-Authentication-Mfa>)

User Provisioning (<https://Miniorange.Com/User-Provisioning>)

Directory Services (<https://Miniorange.Com/Directory-Services>)

## Solutions

SAML Solutions (<https://Idp.Miniorange.Com/Apps-Integration/?Id=Saml>)

OAuth Solutions (<https://Idp.Miniorange.Com/Apps-Integration/?Id=Oauth>)

2FA Solutions (<https://Idp.Miniorange.Com/Apps-Integration/?Id=Vpn>)

Mobile Solutions (<https://Idp.Miniorange.Com/Apps-Integration/?Id=Mobile-Apps>)

Directory Integrations (<https://Docs.Miniorange.Com/Directory-Integrations>)

Federation Integrations (<https://Docs.Miniorange.Com/Federation-Integrations>)

Windows Solutions (<https://Idp.Miniorange.Com/Apps-Integration/?Id=Windows>)

SSO Connectors (<https://Idp.Miniorange.Com/Apps-Integration/?Id=Connector>)

Secure Browser SSO (<https://Idp.Miniorange.Com/Apps-Integration/?Id=Secure-Browser>)

View All (<https://Idp.Miniorange.Com/Apps-Integration/>)

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## Resources

Success Stories (<https://docs.miniorange.com/success-stories>)

Blogs (<https://blog.miniorange.com/>)

Content Library (<https://docs.miniorange.com/>)

Video Library (<https://www.youtube.com/channel/UCxQuL2JN08HA4baZSljcgRg>)

FAQs (<https://faq.miniorange.com/>)

Forum (<https://forum.miniorange.com/>)

Company

About Us ([https://www.miniorange.com/about\\_us](https://www.miniorange.com/about_us))

News (<https://www.miniorange.com/newsandevents>)

Partners (<https://idp.miniorange.com/miniorange-idp-partners-program/>)

Customers (<https://www.miniorange.com/customers>)

Contact Us (<https://www.miniorange.com/contact>)

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