SAN BERNARDINO
COUNTY

Contract Number
21-524

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150

Contractor	Interact Intranet, Inc.
Contractor Representative	Anthony Ascanio
Telephone Number	646-564-5775
Contract Term	3 years from endorsement
Original Contract Amount	$427,520
Amendment Amount	N/A
Total Contract Amount	$427,520
Cost Center	8480

Briefly describe the general nature of the contract: Agreement with Interact Intranet, Inc. for an intranet subscription to deliver ServiceNow compatible, cross-enterprise digital workflows, in the amount of $427,520, for a total of thirty-six months from the date of execution

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Bonnie Uphold, Deputy County Counsel		William L. Gilbert, Director
Date 7-2-2021	Date	Date 7/6/21

Non-Standard Contract Coversheet

Revised 3/14/19

Interact Intranet Inc

Subscriber Agreement

BETWEEN:

San Bernardino County, on behalf of Arrowhead Regional Medical Center, a political subdivision of the State of California operating a hospital or surgery center, whose address is 400 N Pepper Ave, Colton, CA 92324 (the Customer)

AND

Interact Intranet Inc., a Texas Corporation [file number 802044370] whose address is 21 West 46th Street, New York, NY 10036 (the Supplier)

Together the "**Parties**" and each individually a "**Party**"

Background

The Supplier has developed the Software, as defined below.

The Customer wishes to use the Supplier's Software and solutions (the "Services," as defined below) in its business operations.

The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's Services subject to the terms and conditions of this Agreement.

This Subscriber Agreement ("**Agreement**") is a legal agreement between the Customer and Supplier for access to and use of the Services, which includes support and hosting.

Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Supplier hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 19.1) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

IMPORTANT NOTICE:

- UNDER THIS AGREEMENT CUSTOMER MAY ORDER FROM SUPPLIER ACCESS TO INTERACT INTRANET AS A SERVICE. THE SPECIFICS OF EACH CUSTOMER ORDER WILL BE SET-OUT IN A SALES AGREEMENT THAT REFERENCES THIS AGREEMENT AND IS EXECUTED BY BOTH PARTIES. THE EXECUTED SALES AGREEMENT IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.
- BY ACCESSING THE SERVICE THE CUSTOMER ALSO AGREES TO THE SUPPLIER'S ACCEPTABLE USAGE POLICY WHICH CAN BE FOUND AT APPENDIX 2.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"**Associated Companies**" means any company which is controlled by the same persons that control the Customer whether directly or indirectly.

"**Authorized Users**": those users of the Customer who are registered by the Customer to use the Services.

"**Authorized User Subscriptions**": the Authorized User Subscriptions purchased by the Customer at the Effective Date which entitle Authorized Users to access the Services in accordance with this Agreement.

"**Browser Requirements**" means all of the requirements set out in the Interact Intranet Browser Requirements document at Appendix 4

"**Business Day**": any day which is not a Saturday, Sunday, public holidays in the US including New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

"**Confidential Information**": information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information or which ought reasonably to be considered to be confidential due to its nature (whether or not it is marked "confidential").

"**Customer Data**": the data inputted by the Customer, Authorized Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

"**Documentation**" means any documents in electronic format or in paper copy, including specifications, provided by the Supplier in connection with this Agreement.

"Effective Date": the date of entry into this agreement by the parties.

Initial Subscription Term": the initial term of thirty-six months from the Effective Date.

"Normal Business Hours": 9am to 5pm US ET, each Business Day.

"Renewal Period": the period described in clause 0.

"Supplier IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, **Supplier** IP does not include Customer Data

"Sales Agreement": the sales agreement at Appendix 1.

"Services": the provision of access to the Software provided by the Supplier to the Customer under this Agreement including support and hosting.

"Software" means the Interact Intranet software-as-a-service.

"Subscription Fees": the subscription fees payable by the Customer to the Supplier for the Authorized User Subscriptions, as set out in the Sales Agreement.

"Subscription Term": has the meaning given in clause 14 (being the Initial Subscription Term together with any subsequent Renewal Periods).

"Support Services Policy": the Supplier's policy for providing support in relation to the Services which can be found at Appendix 3

"Virus": any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.2   Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3   A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.8 A reference to writing or written includes e-mail.

1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. Authorized User subscriptions

2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to access the Services during the Subscription Term solely for the Customer's internal business operations.

2.2 In relation to the Authorized Users, the Customer undertakes that:

    a. the maximum number of Authorized Users that it authorizes to access and use the Services shall not exceed the number of Authorized User Subscriptions it has purchased from time to time;

    b. it will not allow or suffer any Authorized User Subscription to be used by more than one individual Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation;

    c. each Authorized User shall keep a secure password for his use of the Services and Documentation, and each Authorized User shall keep his password confidential;

d. it acknowledges that the Supplier can verify the number of Authorized Users. Any such verification will be to ensure that the number of actual users are less than or equal to the total number of Authorized Users;

e. if any of the audits referred to in clause 2.2.d reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

f. if any of the verifications referred to in clause 2.2.d reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment and either (a) remove the excess user accounts within 30 days or (b) pay the Subscription Fees to cover correct number of Authorized Users going forward.

2.3 The Customer shall not knowingly access, store, distribute or transmit any Viruses, or any material as part of its use of the Services that:

a. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

b. facilitates illegal activity;

c. depicts sexually explicit images;

d. promotes unlawful violence;

e. is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or

f. in a manner that is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.4 The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

a   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

b   attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

c.   access all or any part of the Services in order to build a product or service which competes with the Services; or

d.   use the Services to provide services to third parties; or

e.   subject to clause19 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorized Users, or

f.   attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 2.4; and

2.5   The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify the Supplier.

2.6   The rights provided under this Section 2 are granted to the Customer and any of its Associated Companies.

2.7   The Customer is responsible for all activity occurring under its Customer account and shall abide by all applicable local, state, and national laws and regulations in connection with its use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. Within a reasonable time after discovery, the Customer shall: (i) notify Supplier of any unauthorized use of the Customer password or account or any other known or suspected breach of security through Customer's account; and (ii) within a reasonable time after notice from Supplier, report to Supplier immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by the Customer to violate this Agreement or the intellectual property rights of third parties.

3.   Additional Authorized User subscriptions

3.1   Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional Authorized User Subscriptions in excess of the

number purchased on the Effective Date and the Supplier shall grant access to the Services and the Documentation to such additional Authorized Users in accordance with the provisions of this Agreement.

3.2   If the Customer wishes to purchase additional Authorized User Subscriptions, the Customer shall notify the Supplier in writing.

3.3   The Customer shall pay to the Supplier the relevant fees for such additional Authorized User Subscriptions, as set forth in the Sales Agreement, on registration of such Additional User Subscriptions and, if such additional Authorized User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

4.   Services

4.1   The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement.

4.2   The Supplier shall use best efforts to make the Services available 24 hours a day, seven days a week, 365/366 days per year, except for:

a   planned maintenance, where notice will be given by e-mail seven days in advance; and

b   unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer at least 6 Normal Business Hours' notice by email in advance.

4.3   The Supplier will provide the Customer with the Supplier's Silver support services during Normal Business Hours in accordance with the Supplier's Support Services Policy. The Supplier may amend the Support Services Policy at its sole discretion from time to time, subject to such amendment being notified to the Customer 30 days prior to coming into effect.

4.4   Interact will at all times use all reasonable efforts to achieve the highest possible availability of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted except those disclosed in clause 7.1. All data stored as part of the Service will be backed up every two hours. If a Customer experiences loss of data, Supplier will restore data from the most recent working backup; provided, however,

Supplier gives no warranties with respect to recovering or restoring any lost Customer Data uploaded since the last working backup.

4.5 Access to the Service is only available to the Customer and Authorized Users, subject to compliance with this Agreement and, in the case of Customer, making the applicable payments for the Service under this Agreement.

4.6 Usernames and passwords are personal, and are to be considered part of Confidential Information. The Authorized User or Customer is at all times fully liable for all acts and omissions by Authorized Users whom the Authorized User or Customer has granted access.

5. Customer data

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2

5.3 The Supplier does not own any data, information or material that the Customer or others submit to the Service in the course of using the Service. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that the Customer submits.

5.4 Ninety (90) days prior to expiration of this Agreement or upon notice of termination of this Agreement, the Supplier will extract all data and provide the data to the Customer. At any other time the Supplier may make a charge at its then current daily rates to provide a raw extract of Customer Data upon request. Supplier will provide all data in human readable format. All uploaded content (including PDFs and images) will be returned in a simple folder structure along with a CSV export of data contained with the Service (including profiles, HTML pages and category structures). In addition Supplier will provide a SQL backup (unencrypted) of the customer database. Customer Data will be returned by secure transfer via an AWS S3 bucket.

5.5 The Customer and/or Authorized User are fully liable for the legality of all data stored by the Customer and/or Authorized User on the Service. Furthermore the Customer and/or

Authorized User is fully liable, if such Customer Data infringes any third-party rights (including intellectual property rights).

5.6   If the Supplier on its own or through any third party has notice that Customer Data stored by the Customer and/or Authorized User is in violation of any law or infringes third party rights, The Supplier shall have the unfettered right to - without liability to the Customer or Authorized User - immediately suspend access to such data without prior notice to the Authorized User or Customer. The Customer and/or Authorized User may be notified by the Supplier of any such action under this Section, when reasonable and possible.

5.7   The physical location of Supplier's data center where Customer Data is stored shall be within the Continental United States, and Customer Data shall not be transmitted, processed or stored outside of Continental United States.

6.   Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7   Supplier's obligations

7.1   The Supplier undertakes that the Services will be performed to the standard that could reasonably be expected from a leading provider of similar services in the US. The Supplier agrees to provide uptime for the Services of no less than 99.97% availability in any month, excluding scheduled maintenance time. If Services monthly availability averages less than 99.97% (excluding scheduled maintenance downtime), for three (3) or more months in a rolling twelve-month period, Customer may terminate the Agreement for material breach. Supplier shall provide advance written notice to Customer of any known major upgrades or changes that will affect the Cloud Service availability.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly Authorized contractors or agents without the Supplier's consent.

7.3 If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance.

7.4 Notwithstanding the foregoing, the Supplier:

   a. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; and

   b. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.

7.5 This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing products and/or services which are similar to those provided under this Agreement.

7.6 The Supplier warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

7.7 Where the Supplier fails to comply with its obligations set out at clause 7.1 it shall issue a service credit to the Customer of an amount equivalent to X% of the annual Subscription Fees. The Credit shall be applied to the account and set-off against a future invoice. For these purposes for any given month

   X= [(Number of complete hours Service is unavailable in excess of 0.03%)/(8,760)]x100

7.8 If during the course of the administration of this Agreement, Customer determines that Supplier has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Customer, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, Customer is entitled to pursue any available legal remedies.

7.9 Supplier shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement. All records relating to the Supplier's personnel, consultants, subcontractors, Services/Scope of Work and expenses

pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

7.10 Data Breach

a. Notification
Upon discovery or reasonable belief of any Data Breach, Supplier shall notify Customer by the fastest means available and in writing within twenty-four (24) hours after Service Provider reasonably believes a Data Breach has occurred. At a minimum, the notification shall include:
1. the nature of the Data Breach;
2. Customer Data accessed, used or disclosed;
3. any evidence of Customer Data extricated;
4. the identity of the person(s) who accessed, used, disclosed and/or received Customer Data (if known);
5. the law enforcement agency(ies) contacted; and
6. actions taken or will be taken to quarantine and mitigate the Data Breach; and
7. corrective action taken or will be taken to prevent future Data Breaches.

b. Investigation
Supplier shall conduct an investigation of the Data Breach and shall share the report of the investigation with Customer. If required by law, Customer and/or its authorized agents shall have the right to lead or participate in the investigation, in its sole discretion. Supplier shall cooperate fully with Customer, its agents and law enforcement.

c. Post-Breach Audit
Upon advance written request, Supplier agrees that the Customer or its designated representative shall have access to Supplier's SaaS, operational documentation, records and databases, including online inspection, that relate to the SaaS that experienced the Data Breach. The online inspection shall allow Customer, its authorized agents, or a mutually acceptable third-party to test that controls are in-place and working as intended. Tests may include, but not be limited to, the following:
1. Operating system/network vulnerability scans,
2. Web application vulnerability scans,
3. Database application vulnerability scans, and
4. Any other scans to be performed by the Customer or representatives on behalf of the Customer.

7.11 Disaster Recovery and Business Continuity

a. Notification
In the event of disaster or catastrophic failure that results in significant loss of Customer Data or access to Customer Data, Supplier shall notify Customer by the fastest means available and in writing. Supplier shall provide such notification within twenty-four (24) hours after Supplier reasonably believes there has been such a disaster or catastrophic failure. In the notification, Supplier shall inform County of:
1. the scale and quantity of Customer Data loss;
2. Supplier's action plan to recover County Data and mitigate the results of Customer Data loss; and

3. Supplier's corrective action plan to prevent future Customer Data loss.

b. Restore and Repair Service

Service Provider shall:
1. restore continuity of SaaS,
2. restore Customer Data
3. restore accessibility of Customer Data, and
4. repair SaaS as needed to meet the performance requirements stated in this Agreement.

c. Investigation and Audit
Supplier shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with Customer.

7.12 Security

The Supplier shall meet or exceed the Security Standards required in Appendix 7.

8. Customer's obligations

8.1 The Customer shall:

a. provide the Supplier with:

i.

ii. reasonable access to relevant information as may be required by the Supplier in order to provide the Services, including but not limited to Customer Data, security access information and configuration services.

b. comply with all applicable laws and regulations with respect to its activities under this Agreement;

c. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

d. ensure that the Authorized Users use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;

e. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and

f.   satisfy the Browser Requirements, where relevant, for the duration of this Agreement.

9.   Charges and payment

9.1   The Customer shall pay the Subscription Fees to the Supplier on concluding this Agreement, as agreed in Sec. 9.4 below.

9.2   All amounts and fees stated or referred to in this Agreement:

a.

b.   are exclusive of value added tax or sales tax if applicable.

9.3   Reserved.

9.4   Payment shall be made within sixty days of the date of Customer's receipt of the invoice.

9.5   Supplier shall accept all payments from Customer via electronic funds transfer (EFT) directly deposited into the Supplier's designated checking or other bank account. Supplier shall promptly comply with directions and accurately complete forms provided by Customer required to process EFT payments.

9.6   Customer is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Supplier or on any taxes levied on employee wages. Customer shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the Customer pursuant to the Agreement.

10.   Proprietary rights

10.1   The Customer acknowledges that the Supplier and/or its licensors assert that each owns all intellectual property rights or other right, title or interest in the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services.

10.2   The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

11. Confidentiality

11.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

a   is or becomes publicly known other than through any act or omission of the receiving party;

b   was in the other party's lawful possession before the disclosure;

c   is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

d   is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

11.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

11.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

11.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

11.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

11.7 Supplier further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Supplier for Services performed pursuant to this Agreement.

11.8 This clause 11 shall survive termination of this Agreement, however arising.

12. Liability, Indemnities and Insurance Requirements

12.1 The Supplier shall defend, indemnify and hold harmless the Customer, its officers, directors, employees, agents, and volunteers against any claim, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) that the Services infringe any patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

a the Supplier is given prompt notice of any such claim, but Customer's failure to provide or delay in providing such notice will relieve Supplier of its obligations only if and to the extent that such delay or failure materially prejudices Supplier's ability to defend such lawsuit or claim ;

b the Customer provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and

c the Supplier is given sole authority to defend or settle the claim; provided that Supplier may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the goods or services that are the subject of the claim.

12.3 In the defense or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 20 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer. In the event of termination clause 5.4 will apply, except that there will be no charge. In the event of termination any fees pre-paid that relate to any period post termination will be re-funded within seven business days.

12.5 In the event that Supplier fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by Supplier, then Supplier shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to Supplier. This shall not apply to any judgment or settlement amount, which

amounts Customer shall be entitled to notify, invoice or debit Supplier's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

12.6   In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

a   a modification of the Services by anyone other than the Supplier (or a third party Authorized by the Supplier); or

b   the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier in writing; or

c   the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

12.7   The foregoing and clause 13.4.b states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12.8   The Supplier agrees to provide insurance set forth in accordance with the requirements of Appendix 6.

12.9   Reserved.

13   Limitation of liability

13.1   This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

a   arising under or in connection with this Agreement;

b   in respect of any use made by the Customer of the Services or any part of them; and

c   in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

13.2   Except as expressly and specifically provided in this Agreement:

a   the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer

in connection with the Services, or any actions taken by the Supplier at the Customer's direction.

13.3   Nothing in this Agreement excludes the liability of the Supplier

for death or personal injury caused directly by the Supplier's negligence.

13.4   Subject to clause 13.2 and clause 13.3:

a   Neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

b   **EXCEPT FOR CLAIMS ARISING PURSUANT TO SUPPLIER'S INDEMNIFICATION OBLIGATIONS OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW IN NO EVENT WILL A PARTY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT EXCEED THE GREATER OF $1,000,000 OR THE AMOUNT PAID BY CUSTOMER UNDER THE AGREEMENT.**

14.   Term and termination

14.1   This Agreement shall, unless otherwise terminated as provided in this clause 14 commence on the Effective Date and shall continue for the Initial Subscription Term. this Agreement may be renewed for two successive periods of twelve months (each a "**Renewal Period**") upon mutual agreement of the parties

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "Subscription Term".

14.2   Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if:

a   the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

b   an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other party; or

c   an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or

d   a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or

e   the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

f   the other party ceases, or threatens to cease, to trade; or

g   the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or

h   a Force majeure event continues, or is anticipated to continue for more than twenty Business Days

14.3   On termination of this Agreement for any reason:

a   all licenses granted under this Agreement shall immediately terminate;

b   each party shall make no further use of any documentation and other items (and all copies of them) belonging to the other party;

c   reserved;

d   the Supplier will return all data in accordance with clause 5.4; and

e   the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

f any fees pre-paid that relate to any period post termination will be re-funded within seven business days.

15. Force majeure

Neither party shall have any liability to the other under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, industry wide strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration. In the event of a force majeure for the period affected the Customer will have no further liabilities and will be entitled to a refund on a pro-rata basis of Subscription Fees paid.

16 Waiver

16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

17 Severance

17.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18   Entire agreement

18.1   This Agreement, and any documents referred to in it, constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. In the event of any conflict between this Agreement and the terms of a Sales Agreement, this Agreement shall prevail.

18.2   Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

19   Assignment

19.1   Neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20   No partnership or agency

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

21   Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns).

22   Notices

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

- Email address of Supplier: paul.sanders@interact-intranet.com

A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received two (2) Customer working days from the time of mailing.

23   Governing law, jurisdiction and venue

23.1   This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the State of California.

23.2   The parties irrevocably agree that the Superior Court of California, County of San Bernardino, San Bernardino District has exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

24   Informal Dispute Resolution

In the event the Customer, acting reasonably, determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

25   Amendments

Supplier agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Supplier and Customer.

26.   Right to Monitor and Audit

The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, that relate solely to this Agreement and shall have absolute right to monitor the performance of Supplier in the delivery of services provided under this Agreement. Supplier shall give full cooperation, in any auditing or monitoring conducted. Supplier shall cooperate with Customer in the implementation, monitoring, and evaluation of this Agreement and comply with any and all reporting requirements established by the Customer.

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by Customer representatives for a period of three years after final payment under this Agreement or until all pending County, State and Federal audits are completed, whichever is later.

27. Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification.

28. Subcontracting

28.1 Supplier shall obtain Customer's written consent, which Customer may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to Customer. At Customer's request, Supplier shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the Customer, resumes of proposed subcontractor personnel. Supplier shall remain directly responsible to Customer for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors. All approved subcontractors shall be subject to the provisions of this Agreement. For any subcontractor, Supplier shall:

a. Be responsible for subcontractor compliance with the Agreement and the subcontract terms and conditions; and

b. Ensure that the subcontractor follows Customer's reporting formats and procedures as specified by Customer.

c. Include in the subcontractor's subcontract substantially similar terms as are provided herein, where relevant.

29.   Disclosure of Criminal and Civil Procedures

Customer reserves the right to request the information described herein from the Supplier. Failure to provide the information may result in a termination of the Agreement. Customer also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. Supplier also may be requested to provide information to clarify initial responses. Negative information discovered may result in Agreement termination. Supplier is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, Supplier will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail. For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

30.   This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit

an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Signed by

for and on behalf of **San Bernardino County**

Printed Name

Date of signature

Curt Hagman

Curt Hagman

Chairman, Board of Supervisors

JUL 1 3 2021

Signed by

for and on behalf of **Interact Intranet, Inc.**

Printed Name

Date of signature

Paul Sanders

Paul Sanders

June 7, 2021

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

Appendix 1: Sales Agreement - Subscription pricing and Professional Services

Subscription Details

Name	Item/s		Description
Interact Licenses	• 6,000 user Licenses		Number of agreed user licenses.
Interact Applications	☐ Interact Communities Mobile Apps (iOS, Android) ☐ People Directory	• Interact Analytics • Workflow & Forms • Interact CMS	Please see full description of all included features in the software: https://www.interact-intranet.com/features/
Hosting, Backup & Support	• Unlimited storage • Back-up & recovery	• 24/7/365 monitoring	Accreditations: ISO 27001 (Interact & AWS), SOC1, SOC2, & SOC3 (via AWS)
Additional Features	• Custom URL		Agreed additional features built into per user per month cost.
Support Level	• **Gold Support**		Agreed support level built into per user per month cost.

Subscription Pricing

Name	Item/s	Description
Subscription Term	3 Years	Agreed contract length.
Subscription Term Discount	30%	**Special Non-Profit Discount for multi-year commitment**

Quantity	Original Price	Discounted Price	Discount	Total Per Year
6,000	$2.60	$1.82	$56,160	**$131,040**
User Licenses	Per user per month	Per user per month	Per year	

Professional Services

The table below summarizes the services agreed.

Further detail can be found in the associated Proposal from December 27th, 2020.

Service	Cost
Project Management	$7,000
Strategy Services	$8,800
Training Services	$5,600
Design & Branding	$5,600
Build & Configuration Services	$4,200
Technical Services	$3,200
Professional Services (Onboarding) Total	**$34,400**

Please see following Page for Invoicing Schedule

Invoicing Schedule

Item	Payment	Schedule
Total Subscription payable in Year 1	$131,040	100% on the Effective Date
Onboarding Services in Year 1	$34,400	100% on the effective Date
Total Payable in Year 1	**$165,440**	
Total Subscription payable in Year 2	$131,040	100% on 1st year anniversary of the Effective Date
Total Subscription payable in Year 3	$131,040	100% on 2nd year anniversary of the Effective Date

Please note: Any future additional licenses can be purchased at the $1.82 p/u/p/m rate

Purchase Order Information

Purchase Order No (if applicable)

Finance Contact Name and Email Address

Payment Method   Invoiced (according to Invoice Schedule below).

Appendix 2

Acceptable Use Policy

Usage Data

Supplier may monitor, collect and use data pertaining to the use of Supplier's software and services ("Services") provided that any such data collected will be anonymous without reference to the particular Customer or end-user.

Prohibited Uses

Customer must not misuse the Services or assist anyone else in doing so. In the event of any misuse Supplier has the right to immediately suspend the services. Examples of misuse include, but are not limited to:

- load testing, probe, scan, or test the vulnerability of any system or network in the form of penetration or vulnerability testing.
- Attempting to breach or otherwise circumvent any security or authentication measures;
- Attempting to access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing"
- attempting to interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services
- attempting to monitor any data, information or communications on any network or system not owned by you without authorization
- attempting to intercept, redirect or otherwise interfere with communications intended for others.
- publish or share materials that are pornographic or indecent, or that contain extreme acts of violence
- advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference or disability
- violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading
- violate the privacy or infringe the rights of others

Customer Responsibilities

1. Customer accepts responsibility for their Authorized Users and ensure they abide by this policy.

2. The Customer will not store nor input Sensitive Information in the Services.

For these purposes "Sensitive Information" means credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information

Appendix 3: Support Services Policy

The Supplier shall provide Support Services in accordance with the terms of this policy. Supplier offers three levels of support: Silver, Gold and Platinum ('Interact Tiered Support'), the details of which can be found below. All terms and conditions of this document shall apply to all levels of Support Services required.

1. DEFINITIONS.

"Cloud Release" means any progression or Update, of Supplier's Hosted Service ("Private Cloud Solution"), and does not include version release numbers.

"Documentation" in this Appendix refers to any user guides, technical guides, release notes or supporting information within Supplier's Online Community.

"Developer Platform" refers to the framework in which Customers can make permitted changes to the Solution.

"Customizations" means approved changes made to features of the Solution by Supplier on behalf of the customer.

2. SUPPORTED VERSIONS OF THE SOLUTION.

Cloud Releases are supported for the Subscription Term.

3. ITEMS COVERED BY SUPPORT SERVICES.

"Support Services" shall be defined as:

1) Support for all technical issues relating to the use of the Solution (including errors or problems with the Solution, issues during setup and assistance understanding specific features) via

- online (via community.interact-intranet.com)
- phone
- email sent to help@interact-intranet.com

2) all Releases and Cloud Releases as they become available.

4. ITEMS NOT COVERED BY SUPPORT SERVICES.

Supplier is not obligated to provide Support Services for errors or problems caused by the following:

1) third-party components or scripts not provided by Supplier or contemplated within the Documentation;
2) any modifications to the Service not authorized by or carried out by the Supplier;
3) any custom code introduced by the Customer as part of the Developer Platform.
4) Customizations undertaken by anyone other than Supplier on behalf of the Customer.
5) use of the Service other than as described in the documentation provided by Supplier; or
6) continued use of a General Release of the Service for which Support Services are no longer provided in accordance with Section 2 above.

5. CUSTOMER OBLIGATIONS.

Customer agrees to provide Supplier with all information and materials reasonably requested by Supplier for use in replicating, diagnosing and correcting an error or other support issue with the Service reported by Customer.

Customer acknowledges that Supplier's ability to provide satisfactory Support Services is dependent on Supplier having the information necessary to replicate the reported problem with the Service. In submitting a service ticket to Supplier, Customer will send a complete and accurate report that includes (a) Customer name and on-site technical contact information; (b) version and maintenance release level of the Service(c) a reasonably detailed description of the request, together with any supporting information that Customer believes will assist Supplier in its diagnostic process; (d) any error message(s) or other message(s) generated by the system in association with the request; (e) any applicable trace files and/or logs; (f) a test case or instructions necessary to demonstrate the request; (g) the date and time that the Service Ticket is submitted to Supplier. Customer acknowledges that the implementation of a General Release provided by Supplier may be necessary to ensure the proper operation of the Solution. Supplier shall not have obligations under Support Services to remedy issues that will be fixed by implementation of that General Release other than by implementation of said General Release.

6. CONTACT METHODS.

As stated in Section 3 above and subject to Section 8, Customer may create a Service Ticket by any of the following methods: (a) online at the following URL: https://community.interact-intranet.com ("Online Community"), (b) email at help@interact-intranet.com or (d) phone at (214) 432 6677 US (0)161 927 3223 UK.

7. BUSINESS HOURS.

See below for level of support.

8. TARGET RESPONSE TIMES.

Refer to the Tiered Support section below. Categories are defined below.

Severity	Description	Target Response Time	Target Resolution Time
Urgent (P1)	An issue that has a catastrophic business impact on a production system, resulting system outage on the Customer's production site, or seriously impaired functionality – e.g. loss of use of major features, data loss, security issue.		
High (P2)	An issue resulting in serious inconvenience to the Customer's production site, preventing normal operations. A viable work around is available, however convenience is materially impacted.		
Normal (P3)	An issue that has low business impact on the Customer's production site. The production site is generally usable but there is inconvenience, with the issue being easily avoided or a work around provided.		
Low (P4)	An issue that has non-production questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production site.		

Our Service Desk offers all our customers:

Community Access	✓	Interact University	✓
Online logging / tracking	✓	Email response / reply	✓
At least 12 updates per year	✓	Phone Support	✓
Customer Enhancement Forum	✓	5 Named Contacts	✓

Interact offers 3 levels of support packages depending on your needs.

	Silver	Gold	Platinum
	Our **standard support** package offering for all customers.	Our **extended support** package offering out of hours support Monday to Friday.	Our **ultimate support** package offering extended hours & emergency hotline support.

Features	Silver	Gold	Platinum
Continuous Software Enhancements	✓	✓	✓
Community Access	✓	✓	✓
Interact University	✓	✓	✓
Customer Enhancement Forum	✓	✓	✓
Email Response / Reply	✓	✓	✓
Incident Reporting (Phone and Email)	9am - 5pm (UK) 9am - 5pm (US EST)	8am - 10pm (UK) 8am - 8pm (US EST)	8am - 10pm (UK) 8am - 8pm (US EST)
Online Ticket Logging & Tracking	✓	✓	✓
5 Named Support Contacts	✓	✓	✓
Phone Support	✓	✓	✓
Emergency 24/7/365 Hotline *			✓
Extended Named Support Contact		Unlimited	Unlimited
Response Times Targets (P1, P2, P3, P4)*	1 / 2 / 24 / 48	.5 / 1 / 4 / 8	.5 / .5 / 2 / 4
Target Resolution Times (P1, P2, P3, P4)*	4 / 48 / 120 / 240	4 / 24 / 48 / 120	2 / 4 / 24 / 48

* Time is based on calendar hours.

Appendix 4: Browser Requirements

Interact Intranet version 7 is a responsive web application that is accessed through a modern web browser. Interact has been designed to work across as many web browsers as possible and does not require the installation of any software on to the client device or browser.

Supported Browsers (Desktop)

At the date of this Agreement Interact Intranet version 7 supports the following browsers running in Windows with a minimum processor of 2Ghz and 2GB RAM:

- Microsoft Internet Explorer (should not be ran in compatibility mode): version 11 onwards
- Microsoft Edge.
- Google Chrome
- Safari (Max OS X)
- Firefox

Interact Intranet version 7 supports the following browsers running on Mac OS X with a minimum processor of 2Ghz and 2GB RAM:

- Safari (Max OS X)
- Google Chrome

A minimum screen resolution required all Interact features is 1024 x 768. Screens with a lower resolution will not always display correctly and inbuilt browser features such as 'zoom' that give the user to ability to increase/decrease the size of the content of the browser may also be adversely affected.

Supported Browsers (Mobile Device)

Interact Intranet version 7 is a fully responsive web application that adapts (resize, hide, shrink, enlarge and move content) the interface to work on any device. Supported browsers on a tablet and phone include:

Android (4+): Chrome, Firefox

iOS: Safari, Google Chrome.

Other

- Beta versions of web browsers are not supported
- Google Chrome and Firefox release automatic browser updates. Interact officially supports the latest version at the time of the Interact release, however, Interact makes every effort to support previous versions.
- When using Content Editor features such as cut and paste, script access to the Clipboard should not be disabled.
- JavaScript must be enabled to use Interact Intranet version 7.
- For resolutions below 1024x768 you may see the mobile or tablet versions of the site

Thin Client Technology

Interact Intranet version 7 has been widely deployed on thin client technologies such as Citrix XenApp. It is necessary to ensure that the required browser resources are provisioned and available to each thin client. Interact Intranet version 7 is dependent upon a significant amount of client side rendering through the use of JavaScript. It should be noted that some older generations of thin client infrastructure can result in significantly reduced performance. Offloading browser rendering to the thin-client (if available) will help to improve the general performance. In addition to this, updating to newer generation of thin client server can avoid poor compression (between the server and thin client) and vastly improve the end user experience.

Appendix 5: Reserved

Appendix 6: Insurance Requirements

A.1 Types and Limits

The Supplier agrees to provide insurance set forth in accordance with the requirements herein. If the Supplier uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Supplier agrees to amend, supplement or endorse the existing coverage to do so. Without in anyway affecting the indemnity herein provided and in addition thereto, the Supplier shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

A.1.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Supplier and all risks to such persons under this Agreement. If Supplier has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

A.1.2 Commercial/General Liability Insurance – The Supplier shall carry General Liability Insurance covering all operations performed by or on behalf of the Supplier providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

    a. Premises operations and mobile equipment.
    b. Products and completed operations.
    c. Broad form property damage (including completed operations).
    d. Explosion, collapse and underground hazards.
    e. Personal injury.
    f. Contractual liability.
    g. $2,000,000 general aggregate limit.

A.1.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If the Supplier is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of one million dollars ($1,000,000) for bodily injury and property damage per occurrence. If the Supplier owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

A.1.4 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Customer entities and cover breach response cost as well as regulatory fines and penalties.

A.1.5 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella

policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

A.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

A.3 Waiver of Subrogation Rights

The Supplier shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Supplier and Supplier's employees or agents from waiving the right of subrogation prior to a loss or claim. The Supplier hereby waives all rights of subrogation against the Customer.

A.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

A.5 Severability of Interests

The Supplier agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Supplier and the Customer or between the Customer and any other insured or additional insured under the policy.

A.6 Proof of Coverage

The Supplier shall furnish Certificates of Insurance to the Customer Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Supplier shall maintain such insurance from the time Supplier commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Supplier shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

A.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

A.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Customer's Risk Management Department.

A.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is cancelled and not replaced, the Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any reasonable premiums paid by the Customer will be promptly reimbursed by the Supplier or Customer payments to the Supplier will be reduced to pay for Customer purchased insurance.

A.10 Insurance Review

Insurance requirements are subject to periodic review by the Customer. Customer's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Customer, inflation, or any other item reasonably related to the Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Any failure, actual or alleged, on the part of the Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Customer.

Appendix 7: Cloud Services Security

A. Certification

Supplier shall certify:

1. the sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Agreement, and, if requested by Customer, provide a copy of its or its subcontractor's Statement on Standards for Attestation Engagements (SSAE) 18 Service Organization Control (SOC) 2 Type II audit results;

2. its compliance with the California Information Practices Act (Civil Code Sections 1798 et seq.);

3. its compliance with privacy provisions of the Federal Privacy Act of 1974; and

4. its compliance with applicable industry standards and guidelines.

B. Safeguards

Supplier shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section A1 above at all times during the term of this Contract to secure Customer Data from Data Breach, protect Customer Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt and/or compromise Customer's access to Customer Data.

C. High-Availability and Redundancy

D. Physical

Supplier shall have a reasonable physical security environment, where the minimum requirements are:

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E. Verification

Supplier shall provide a Statement on Standards for Attestation Engagements 16 (SSAE16) Service Organization Controls Report (SOC) 1 and SOC 2 Type I and Type II Reports on an annual basis, which may relate to a subcontractor where relevant. Based on the report(s), its findings and remediation planned or accomplished shall be provided to Customer in terms of an attestation letter. Supplier shall also provide statistics specific to SaaS environment on a mutually agreed upon frequency with Customer that includes without limitation to performance, information security, network, and other pertinent SaaS data related to the Contract, at no cost to Customer.

F. Security

Supplier assumes responsibility for the security and confidentiality, integrity, and availability of Customer Data under its control. No Customer Data shall be copied, modified, destroyed or deleted by Service Provider other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by Customer. When data is destroyed or disposed, it shall be in accordance with the National Institute of Standards of Technology (NIST) Special Publication 800-88 published by the U.S. Department of Commerce. The incorporation of the Department of Defense (DoD) standard 5220.2-M wipe method shall be used when using data destruction programs, file shredders, etc. In either case, a written confirmation of this process is required to Customer within three (3) days of the

destroyed/disposed data. Remote access to Customer Data from outside the Continental United States, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by Customer.

G. Encryption

In order to provide reasonable security to Customer Data, cloud service data centers should encrypt all Customer Data while in route to and from the Service Provider (in motion) using secure transfer methods (e.g., Secure Sockets Layer, Transport Layer Security), and while stored in the datacenter (at rest)

1. Data In Motion

All transmitted County Data require encryption in accordance with:

> a. NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and

> b. NIST Special Publication 800-57 Recommendation for Key Management - Part 3:   Application-Specific

> c. Key Management Guidance; and

> d. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

2. Data At Rest

All Customer Data at rest require encryption in accordance with:

> a. Federal Information Processing Standard Publication (FIPS) 140-2; and

> b. National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management - Part 1: General (Revision 3); and

> c. NIST Special Publication 800-57 Recommendation for Key Management - Part 2: Best Practices for Key Management Organization; and

> d. NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices.

> e. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.