

Software License Agreement

ONTARIO SYSTEMS, LLC d/b/a Finvi., a Delaware Limited Liability Company
800-684-7387

Hereafter RevQ

And

San Bernardino County #2500
268 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0465
909-382-3078

Hereafter County

This Software License Agreement (“Agreement”) is made by and between Columbia Ultimate, Inc. through its division RevQ and County. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. **BACKGROUND.** Columbia Ultimate is an established independent software sales and development company licensed in the State of Washington and does business from time to time under the trade name RevQ which refers to a business division of Columbia Ultimate. All references to RevQ in this Agreement refers to Columbia Ultimate, Inc. RevQ owns a copyright and holds all ownership rights to a series of computer programs collectively known as RPCS. County is licensing software from RevQ which will be used in the operation of its business. County is aware that RevQ does not manufacture nor maintain any hardware.
- II. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings set forth below:
- A. **“Conversion”** means a one time translation of County’s existing account information from a current file structure into the file structure required by RPCS.
 - B. **“Documentation”** means the tangible or intangible information necessary for the use, planning, operation and maintenance of the Software, including but not limited to The Collector Reference Guide manual.
 - C. **“Hardware”** means any piece of tangible equipment used for the purpose of running RPCS.
 - D. **“Installation”** means the process of bringing together the functioning of the computer Hardware and RPCS so that they are ready for business operation.
 - E. **“Module(s)”** means, as applicable, the Software Support Module, and/or Products Module, and/or Software Development Module, and/or any other similar set of provisions which are attached to this Agreement.
 - F. **“Port”** means licensed access to the Software used by only one person at a time.
 - G. **“Product(s)”** means those goods, supplies, materials, items, components, hardware, and the incidental associated software listed and/or described in this Agreement or any Module(s) and/or Schedule(s), and/or other attachments to this Agreement.
 - H. **“Purchases”** means all Product(s), Software and/or Services described in this Agreement, Module(s), or on Schedule(s), and/or other attachments to this Agreement.
 - I. **“Releases”** mean an update of the Software, subsequent to the initial delivery of the Software, in which RevQ has incorporated any accumulated corrections which make the Software conform to the then current Documentation, any improvements in the performance of the Software, any new functions which were not formerly functions of the Software and any changes to the Software to properly operate with modifications made to other components of the system.
 - J. **“Schedule(s)”** means a written instrument made part of this Agreement describing such things as the Purchases, price, specific terms and conditions and related shipping and delivery instructions.
 - K. **“Services”** mean the work to be provided by RevQ under the terms of this Agreement, including analysis, design, testing, conversion, installation, implementation and integration services.
 - L. **“Software”** means RPCS and its ancillary products used in collection of outstanding debt obligations.
 - M. **“Training”** means the specialized instruction provided to the County in the ongoing use and maintenance of the software licensed by means of this Agreement.

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III. SCOPE OF LICENSE.

- A. RevQ grants to County a nonexclusive, nontransferable license for the Software. RevQ continues to own all rights to the copy of the Software licensed to the County under this Agreement along with any and all copies that the County is authorized to make.
- B. County's rights to use Software are specified in this Agreement, and RevQ retains all rights not expressly granted in this Agreement.
- C. The Software is and at all times shall remain the sole property of RevQ. The ownership is protected by the copyright laws of the United States and by international treaty provisions. Nothing in this Agreement constitutes a waiver of any rights under U.S. Copyright law or any other international, federal or state law.
- D. Unless agreed to in advance in writing by RevQ, County shall not assign, rent, lease, or otherwise sublet the Software or any part thereof to any third party, and County shall not use the Software for any purpose other than expressed in this Agreement. If County desires to assign the Software to a third party, County shall notify RevQ in writing and may not transfer or provide the Software to the purchaser without the prior written agreement of RevQ which may be granted only if the purchaser shall have agreed in writing: (1) to the provisions of a new and separate license agreement for the Software upon RevQ's then current terms and conditions; and (2) payment of all license fees or other amounts indicated in such license agreement and such additional fees or amounts as may be required by RevQ.
- E. The Software is licensed to County for use only on the Hardware platform as identified per Exhibit A. In the event County desires to move the Software, County shall obtain the written consent of RevQ, which will not be unreasonably withheld. No transfer fee will be applied.
- F. The Software contains an authorization code permitting its use for a period of one (1) year on the number of RPCS licenses listed on Exhibit A. THIRTY DAYS PRIOR TO EXPIRATION OF THE AUTHORIZATION CODE, A NOTICE WILL APPEAR INDICATING THAT THE CODE IS ABOUT TO EXPIRE. IF THE ANNUAL LICENSE RENEWAL FEE IS NOT PAID BEFORE THE EXPIRATION OF THE AUTHORIZATION CODE, THE SOFTWARE WILL BECOME INOPERABLE UNTIL PAYMENT IS MADE.
- G. The payment of a renewal fee does not entitle the County to future Releases. The cost of the new Releases is \$125.00 per release as long as the County is on an approved RevQ support plan.
- H. RevQ is not responsible for any lost profits or additional expense incurred by County's failure to prepay the license renewal fee prior to each recurring expiration.

IV. **TERM AND TERMINATION.** The term of this Agreement shall begin upon approval by the San Bernardino County Board of Supervisors and shall remain in force from July 1, 2022, through June 30, 2025, or until terminated, whichever occurs sooner, in accordance with the terms of this Agreement. This Agreement may be terminated or canceled under Section XI for Default. Upon termination or expiration of the Agreement, the County shall promptly return all Software.

V. FEES AND CHARGES.

- A. Following the initial acquisition of the Software, County agrees to pay a "turn-on" fee of \$150.00 for every Port added to the System thereafter to extend This Agreement to each such added Port, as County has License to unlimited ports which are limited to San Bernardino County employees collecting delinquent accounts for public entities residing in San Bernardino County. In addition, to continue This Agreement as indicated above, an ongoing Annual License Renewal Fee, which is a per Port fee (for the then total number of licensed access to the Software) shall be paid to RevQ beginning on the first anniversary date following installation and every anniversary date thereafter for the duration of This Agreement.
- B. Unless otherwise specified on the invoice, all payments shall be due upon invoice and shall be deemed late if not paid within forty-five (45) days from the due date. Prices and fees are exclusive of, and County shall be solely responsible for paying, all sales, use, excise and similar taxes relating to the sale or license of the Purchases.

VI. **MAINTENANCE.** In return for payment of the Annual License Renewal Fee, RevQ shall for the term of This Agreement, provide maintenance in the form of revisions to enable Software to perform in accordance with the specifications in effect at the time County executes This Agreement. Revisions shall be designated by RevQ in its sole discretion as either mandatory or optional. County may elect to accept or not to accept mandatory revisions. In the event County refuses a mandatory revision, future RevQ maintenance on the Software will be performed at County's expense. Should County request modifications or changes in the Software, then RevQ may make such changes but shall charge County for such work on a time and materials basis at the then current rate. Following such work, RevQ reserves the right to declare that all future RevQ maintenance on Software will be performed at County's expense. Note: Future Releases will be priced separately.

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- VII. **CONFIDENTIALITY.** County shall take all reasonable steps necessary to ensure that the Software and related documentation, or any portion thereof, on magnetic tape, disk, or memory or in any form, are not made available by County or by any of its employees to any organizations or individuals not licensed by this Agreement to make use thereof. County warrants that all those individuals having access to the Software and related documentation under This Agreement shall observe and perform this non-disclosure covenant. In particular, County recognizes the proprietary nature of Software and the related documentation and, in connection with the Software and related documentation, agrees as follows: (a) to use Software solely on the Hardware platform specified in This Agreement; (b) to instruct its employees having access to Software and related documentation not to copy or duplicate programs or make disclosure with reference thereto or of any components thereof to any third party; and (c) to effect normal security measures to safeguard Software and related documentation from theft or from access by persons other than its own employees using the Software and related documentation for County's own requirements. The obligations of County under this Section shall survive the termination of This Agreement for three (3) years following termination of this Agreement.
- VIII. **LIMITED WARRANTY.**
- A. RevQ warrants that it has the right to license the Software to County under terms of This Agreement and RevQ does not infringe upon the rights of any third parties and that the Software does not violate any U.S. protected copyright or trademark or any other proprietary rights of third parties. County's sole and exclusive remedy for a breach of this warranty is RevQ providing the indemnification set forth in Section IX.
 - B. RevQ warrants that the Software will perform substantially as described in the documentation which is outlined in RPCS Reference Guide at the time of the execution of This Agreement, provided such Software is used on the designated Hardware platform and within required operational conditions, and this warranty will expire ninety (90) days from the date of installation of such Software.
 - C. In the event the Software does not so perform, RevQ's sole obligation in case of any breach of this warranty shall be to repair or replace, at RevQ's option, any component of the Software which does not perform as documented.
 - D. Except as specifically provided herein, RevQ shall have no liability to County or any other party because of the failure of the Software to so perform and RevQ does not warrant that the functions contained in the Software will meet County's requirements or that the operation of the Software will be uninterrupted or error free. RevQ assumes no responsibility for Software which has been altered or modified, except if altered or modified by RevQ.
 - E. **REVQ DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.**
 - F. **In no event shall RevQ be liable for any indirect, special, incidental or consequential damages, such as, but not limited to, loss of anticipated profits, cost of overhead or any substitute service, claims of other County agencies for such damage or other economic damages, including without limitation loss in connection with or arising out of the use of the Software or the Services provided for in this Agreement, even if RevQ has been advised of the possibility of such damages.**
 - G. **In addition to Section VIII(F), RevQ's liability in the aggregate to County for any causes of action, claims or assertions arising under or related to this Agreement ("Claim") regardless of the form of action (whether based on contract, tort, negligence, strict liability, products liability, or otherwise) is limited to the total amount paid by the County to RevQ under this Agreement the 36 months after the effective date of this Agreement.**
- IX. **INDEMNIFICATION.**
- A. **Proprietary Rights --** RevQ shall defend, indemnify and hold County harmless and pay the cost and damages made in settlement or awarded as a result of a legal action based upon an allegation that the Software furnished by RevQ hereunder infringes a U.S. Patent, copyright or trade secret, if RevQ is notified promptly in writing of such action and if RevQ shall have sole control of its defense and negotiations for settlement. If County's use of the Software is finally enjoined, RevQ will, at its option: (1) procure the continued right of use; or (2) replace or modify the Software to restore the right of use; or (3) terminate the License for the infringing Software and refund the balance if any of license fees paid for the Software, prorated over a 3-year term from the commencement of the licensed Port(s). RevQ shall not be liable for infringement of any right resulting from use of the Software in a manner for which it was not specified. This Section is not subject to Section VIII(G). Subject to Section VIII(F), **RevQ's total liability to County hereunder shall not, however, exceed the amounts paid by County for the infringing Software under this Agreement.** The foregoing states the entire

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liability of RevQ with respect to claims based on and resulting from the infringement of patents, copyrights or trade secrets.

- B. General -- RevQ agrees to indemnify, defend and hold harmless County and its officers, directors, agents, employees, corporate parents, affiliates and subsidiaries (the "indemnified parties"), and to require all subcontractors to release, indemnify and hold the indemnified parties harmless from and against any and all claims for damages, losses and expenses (including attorney's fees) arising out of this Agreement to the extent that any such claim, damage, loss, or expense is (i) attributable to bodily injury, including death or damage or destruction of tangible, real or personal property, and (ii) is caused by any willful or negligent act or omission on the part of RevQ, its agents or anyone directly or indirectly employed by any of them. NOTWITHSTANDING THIS SECTION, REVQ SHALL BE RESPONSIBLE ONLY FOR DIRECT LOSSES, EXPENSES OR DAMAGES, AS LIMITED BY SECTION VIII(G) AND SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES SET FORTH IN SECTION VIII(F).

- C. County shall notify RevQ of any Claim that falls under this Section IX promptly after the County learns of the Claim; provided, however, that RevQ shall not be relieved of its obligations under this Section IX due to the failure of the County to provide such notice, unless RevQ is unable to timely respond to such Claims because of County's failure to provide notice. The County shall: (i) provide all reasonably requested information and cooperation to RevQ; and (ii) give RevQ sole control of the defense and/or settlement of such Claim, at RevQ's sole cost and expense; provided, however, that RevQ may not settle any Claim in a manner that requires the County to admit fault or incur any direct expense without the consent of the County, which will not be unreasonably withheld or delayed. County may participate in the defense of any such suit or proceeding at its own expense through counsel of its own choosing.

- X. **DISPUTE RESOLUTION.** If any controversy or claim arises out of or relates to this Agreement, or the breach thereof, the parties agree that senior management will attempt in good faith to settle the controversy or claim within ten (10) business days thereafter before resorting to legal action pursuant to this Section. If said controversy or claim cannot be settled through such senior management intervention, the controversy will be settled through legal action.

- XI. **DEFAULT.**

- A. RevQ shall be deemed to be in default if the Software does not perform as documented in The Collector Reference Guide and cannot be brought into compliance with the documentation within a sixty (60) calendar day period.
- B. County shall be deemed to be in default if payment is not made in accordance with this Agreement.
- C. County shall be deemed to be in default if an attempt is made to transfer the Software, without the approval of RevQ.

- XII. **REMEDIES AFTER DEFAULT.**

- A. This Agreement shall be deemed terminated.
- B. All materials supplied to the County by RevQ shall be returned.

- XIII. **TERMINATION.**

- A. This Agreement shall be terminated if payment is not made to RevQ when due.
- B. This Agreement shall be terminated at the end of any annual period in which the renewal fee has not been paid.
- C. This Agreement may be terminated by County, without cause, with a thirty (30) day written notice to RevQ.

- XIV. **MISCELLANEOUS.**

- A. Force Majeure. No party shall be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The prevailing party in any such action shall be awarded court costs and any reasonable attorney's fees.
- C. Binding Effect. This Agreement inures to the benefit of and is binding upon heirs, executors, administrators, successors and assigns of the parties hereto.
- D. Severability. If any provision of this Agreement shall be held to be invalid, it shall not affect the balance of this Agreement.
- E. Notices. Except as otherwise provided herein, any notice or other communication given hereunder shall be in writing and shall be given by personal service, express courier (such as UPS), telecopy, or by certified or registered mail to the addresses shown on this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt.

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- F. Compliance. The County shall assume all responsibility for compliance with local laws, ordinances or other regulation relating to the operation and the use of the Software.
- G. Entire Agreement. This Agreement, including Modules and Schedules, contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing Agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a written agreement subscribed to by both parties.
- H. Counterparts. 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 Contract. 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.

Software Support Module

Between

ONTARIO SYSTEMS, LLC d/b/a Finvi, a Delaware Limited Liability Company

360-256-7358

Hereafter RevQ

And

San Bernardino County #2500

268 West Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0465

909-382-3078

Hereafter County

This Software Support Module is made part of the Software License Agreement, effective as of July 1, 2017, between RevQ and County. This Software Support Module is subject in all respects to the Software License Agreement, except that in the event of a conflict between this Module and the Software License Agreement, the terms and conditions of this Software Support Module shall govern for the purposes of this Module only.

- I. **TERM OF SUPPORT.** The term of Support shall be from July 1, 2022, through June 30, 2025, unless and until either party shall provide the other thirty (30) days written notice of termination.
- II. **DEFINITIONS.** In addition to the terms defined in the Software License Agreement, the following capitalized terms used in this Module shall have the following meanings for purposes of this Module only:
- A. **“Error”** shall mean an error in the Software or a failure of the Software to conform as documented in The Collector Reference Guide, which negatively impacts the performance of County’s operations. Errors can occur as: (i) errors in the Software or (ii) errors in Documentation.
 - B. **“Priority 1 Error or Down System”** shall mean the Software is unusable, produces incorrect results, or fails catastrophically in response to input files. The Software does not perform most of its documented functions.
 - C. **“Priority 2 Error or Detrimental”** shall mean the Software is usable, performs most, but not all of its documented functions.
 - D. **“Priority 3 Error or Inconvenient”** shall mean the Software is usable but due to an error does not provide the function in the most convenient way.
 - E. **“Support”** means the work to be provided by RevQ under the terms of this Module, including answering of questions regarding the operations of the Software and any corrections required to make the Software operational as originally designed.
- III. **SERVICE PROVIDED BY REVQ**
- A. RevQ agrees to maintain the Software in conformity in all material respects with the Documentation. RevQ shall correct all Errors discovered by County or RevQ. Notwithstanding, RevQ only provides limited support for the jBase database. RevQ will use commercially reasonable efforts to address jBase database issues as they arise, but such support is not covered under this Module.
 - B. **Software Support.** If County believes that there is an Error, County will notify RevQ, describing the Error in such detail as is reasonably necessary and available for RevQ to provide resolution of the Error. RevQ shall promptly investigate the Error and shall advise County of RevQ’s plans for corrective action. RevQ shall remedy such Error as follows:
 - 1. **Priority 1 Error (Down System).** RevQ will promptly respond and shall use its best efforts to provide a resolution to Priority 1 Errors within thirty-six (36) hours of receipt of an Error report.
 - 2. **Priority 2 Error (Detrimental).** RevQ shall use its best efforts to provide a resolution to a Priority 2 Error within five (5) business days of receipt of an Error report.
 - 3. **Priority 3 Error (Inconvenient).** RevQ shall use its best efforts to provide a solution for problems designated a Priority 3 Errors within thirty (30) calendar days of receipt of an Error report.
 - C. RevQ will provide to County toll free phone service (in the United States) for consultation, Error report and resolution. Calls shall be placed by an authorized County representative(s) during the primary support period, excluding any holidays recognized by RevQ as company-wide holidays. RevQ will provide County with telephone numbers for after hours support. Additional charges for such after-hour support may apply based on

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the service program which the County has selected. Services for after-hour support which is not covered by the County's selected service program will be at RevQ's then current rates.

- D. Telecommunications Link. RevQ shall, with County authorization, access County's system directly, via telecommunications link, to isolate Errors in the Software, resolve problems and, where practicable, apply corrections. County shall furnish RevQ, free of charge, access to their computer facilities for the time required by RevQ to furnish the Support services hereunder. All telecommunication link charges incurred by RevQ will be billed to County.
- E. Additional Services. Any services provided in addition to those specified above ("Additional Services") will be billed to County at RevQ's current rates. The current list price will not increase more than 5% per year cumulatively (see Exhibit A).

IV. FEES AND CHARGES

- A. Fees. As consideration of the Software Support services rendered by RevQ, County shall pay RevQ the fees and charges set forth in Exhibit A. These amounts are subject to change year to year and/or when number of Ports in-use change.
- B. Invoicing. RevQ will invoice County 120 days prior to when the payment is due as set forth in the Exhibit A. County shall pay within forty-five (45) days from the due date. In the event that the County does not pay the outstanding amount within the forty-five (45) day period, RevQ shall have the right to terminate Support. RevQ shall continue to have the right to recover payment of all amounts for Support rendered prior to such termination.
- C. Outstanding Amounts. Any sums not paid by County when due are subject to a service charge of one and one-half percent per month or the maximum rate permitted by law, whichever is lower.
- D. Taxes. County will pay all applicable excise, sales or other taxes unless tax exempt certificate is provided.

V. TERMS AND CONDITIONS OF SUPPORT

- A. For Software Support, RevQ shall only be responsible for providing Support for RevQ's most current Release of the Software and for the three (3) previous releases of the Software.
- B. RevQ shall be under no obligation to furnish Support under this Agreement should Support be required as a result of:
 - 1. Operation of the Software in environmental conditions outside those prescribed by the Hardware platform manufacturer;
 - 2. Failure by County to keep the Hardware platform properly maintained in accordance with standards of maintenance prescribed by the manufacturer; or
 - 3. The Software maintained or modified by anyone other than RevQ or a third party authorized by RevQ.
- C. In the event it is determined that RevQ provided Support arising from the above or from some other cause not related to the Software, RevQ reserves the right to charge County for the performance of such Support as an Additional Service.
- D. Notwithstanding the exclusions specified above, RevQ obligations to provide support shall not be affected by County's modification of the Software so long as RevQ can discharge its Support obligations notwithstanding such modifications or following their removal by County.
- E. County agrees to provide the necessary equipment to allow remote access for RevQ or it's agent, to County's computer system for the purpose of carrying out this agreement.
- F. County agrees to provide a person to work with RevQ in diagnosing areas of concern.
- G. This Module contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Module shall not be modified in any way except by a written agreement subscribed by both parties.

Software Development Module

Between

ONTARIO SYSTEMS, LLC d/b/a Finvi, a Delaware Limited Liability Company

800-488-4420

Hereafter RevQ

And

San Bernardino County #2500

268 West Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0465

909-382-3078

Hereafter County

This Software Development Module is made part of the Software License Agreement, effective as of July 1, 2017, between RevQ and County. This Software Development Module is subject in all respects to the Software License Agreement, except that in the event of a conflict between this Module and the Software License Agreement, the terms and conditions of this Software Development Module shall govern for the purposes of this Module only.

I. TERMS OF SOFTWARE DEVELOPMENT.

The term of this Software Development Module is ongoing, although each Statement of Work will specify its own length of time. The Statement of Work may be terminated by the County upon seven (7) days prior written notice to RevQ provided that, in the event of termination, the County shall pay RevQ for Services and Products rendered through the date of termination. RevQ may also terminate a Statement of Work at any time upon thirty (30) days prior written notice to the County and will refund to County that which it has paid towards the project.

II. DEFINITIONS.

In addition to the terms defined in the Software License Agreement, the following capitalized terms used in this Module shall have the following meanings for purposes of this Module only:

- A. “Custom Software” shall mean any customization or enhancements of the Software developed for County by RevQ pursuant to the Statement of Work.
- B. “Deliverables” shall mean the Service or Product delivered to the County. When a Product or Service is delivered to County, the County will deem it as “Delivered”. If a Deliverable quantity is more than one and a portion of the quantity has been received, the County will accept the received portion of the Service or Product as “Delivered”.
- C. “Specification(s)” shall mean the functional, performance and operational characteristics of the Custom Software, and each component thereof, as included in the technical data, schematics and other written descriptions provided by County.
- D. “Statement of Work” shall mean the Services or Products to be provided by RevQ based on the Specification(s) supplied by County, including but not limited to the project description, processing flows, file and report layouts (if any), acceptance criteria and estimated time of completion and costs.

III. TERMS AND CONDITIONS OF SOFTWARE DEVELOPMENT.

- A. RevQ agrees to provide the Services and Products to County as described in the Statement of Work(s). RevQ warrants and represents that it shall perform all work using professional skill and care.
- B. Because Custom Software is inherently complex and may not be completely free of errors, the County should verify that all work outlined on the Statement of Work performs the function for which it was intended. The County should make backup copies of the Custom Software.
- C. The Statement of Work will show all custom programming requested by County. No changes in or deviations from the Specifications shall be permitted unless County shall submit a written request to RevQ setting forth with reasonable specificity any requested changes to such Specifications (reference III D - Requested Modifications to Specifications). Alternatively, a proposal for such a change or deviation submitted in writing by RevQ and accepted in writing by County shall suffice for this purpose.
- D. Requested Modifications to Specifications and/or Timetable. The following conditions will apply:
 1. As soon as reasonably practicable, but in no event later than ten (10) days following RevQ’s receipt of such request (unless a longer period is reasonably required), RevQ shall provide County with written

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notice stating any anticipated change in price, schedule, or any other terms of the Specifications, resulting from the requested changes.

2. Unless County accepts in writing any changes in price, schedule, or other terms set forth by RevQ in its notice, the changes to the specifications requested by County shall not be made. If such changes are accepted in writing by County, the requested changes to the specifications shall be made, and County's written request for such changes and RevQ's written acceptance thereof shall be deemed to constitute an amendment to the Specifications, and shall be deemed to be a part of the Statement of Work.
 3. All changes and adjustments required by RevQ in any of its notice shall be made by RevQ in good faith and reflect the intent of the parties to keep the fees and costs for each Statement of Work as low as is reasonably possible, while producing a first class, high quality solution within the time frames mutually agreed to by the parties.
- E. RevQ is an independent contractor and not an agent, officer or employee of the County. The parties mutually understand that this Module is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association. As an independent contractor, RevQ is not subject to the directions and control of the County, except as to the final results contracted for under this Module.
- F. Any third person employed by RevQ shall be under RevQ's exclusive directions, supervision and control. RevQ shall determine all conditions of employment, including hours, wages, working conditions, discipline, hiring and discharges, or any other condition of employment.
- G. All rights, title, and interest in and to any software code, Products or Services furnished hereunder shall vest exclusively in RevQ. Any inventions or discoveries, arising out of the work performed by RevQ under this Module and any enhancements or modifications to the Products or Services furnished by RevQ under this Module, including but not limited to, work performed under this Module in connection with Custom Software and all works of authorship such as writings, computer programs, including screen designs, which are produced as part of or in connection with Services shall be the sole property of RevQ.

IV. CUSTOM PROGRAMMING

- A. Custom programming will be administered in four phases as follows: (1) analysis and design; (2) coding and unit test; (3) integration test; and (4) acceptance test. For billing purposes, unless otherwise stated in the Statement of Work, each phase will be a Deliverable. Projects with phases greater than thirty (30) days in duration are subject to progress billings.
- B. Once RevQ has delivered a Product or Service, RevQ will send a "Project Completion Notice" sheet by facsimile or e-mail to County requiring County's signature. If County does not return a signed Project Completion Notice sheet within fifteen (15) business days, RevQ will assume the items delivered. If the County has an issue with the Deliverable not being met, the County will send a certified letter to RevQ's Project Coordinator with an explanation of why the Deliverable has not been accepted. Both parties will work together to help the Deliverable be met in a timely manner. County shall not withhold the acceptance of a Deliverable for lack of manpower or time to verify if the Deliverable has been met. In addition, RevQ will not be responsible for timelines not met which were stated in the Statement of Work because of County's non-acceptance of Deliverables within the stated time frame.
- C. RevQ may incorporate into the Deliverables, intellectual property that it has substantially developed prior to the Statement of Work. RevQ retains the ownership of its intellectual property, including any copyrights, in the portion of the Deliverables where said incorporation occurs. County's use of RevQ's intellectual property will be subject to the license granted to County under the terms of the Agreement.

V. PROJECT MANAGEMENT.

- A. RevQ Project Coordinator. RevQ shall designate one of its employees as its project manager (the "RevQ Project Coordinator") per Statement of Work, who shall be assigned by RevQ to supervise RevQ's work and shall serve as County's point of contact for resolution of problems.
- B. County Project Coordinator. County shall designate an employee who shall be assigned by County to coordinate County's involvement (the "County Project Coordinator") per Statement of Work, who shall serve as RevQ's point of contact for the resolution of problems related to the management of the project.
- C. Progress Reports. RevQ will provide periodic reports to the County as to the progress of any work assigned. The status report should include, if any: (1) any critical issue encountered by RevQ including without limitations, the failure of any party to perform, any delay of any party in performing or the inadequate performance of any party which may prevent or tend to prevent RevQ from completing any task by the completion date; (2) an estimated length of any delay which may result from any critical issues; and (3) the cause of any critical issue and the specific steps taken or proposed to be taken by RevQ or County as appropriate to remedy such critical issue.

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VI. FEES AND CHARGES.

- A. Fees. As consideration of the services rendered by RevQ, County shall pay RevQ the fees and charges set forth in each Statement of Work up to the maximum set forth in Exhibit A - Summary of Cost, or the Statement of Work. If applicable, work completed under the Resource Module will be adjusted accordingly.
- B. The Statement of Work contains a fixed price as to the cost. The County will be informed, and will approve, any change in the price and/or completion date.
- C. All reasonable out-of-pocket travel expenses incurred by RevQ for a Statement of Work will be reimbursed by County including, but not limited to, airfare, lodging, meals and auto rental. Out-of-pocket expenses will not be charged unless they are listed on the Statement of Work. A maximum estimate of these out-of-pocket expenses shall be listed on the Statement of Work.
- D. Invoicing. RevQ will invoice County in accordance with the schedule of payments set forth in each Statement of Work. County shall pay within forty-five (45) days from the due date. In the event that the County does not pay the outstanding amount within the forty-five (45) day period, RevQ shall have the right to terminate Services. RevQ shall continue to have the right to recover payment of all amounts for Services rendered prior to such termination.
- E. Outstanding Amounts. Any sums not paid by County when due are subject to a service charge of one and one-half percent per month, or the maximum rate permitted by law, whichever is lower, together with all costs and expenses, including reasonable attorney's fees, incurred in collecting such past due balances.
- F. Taxes. County will pay all applicable excise, sales or other taxes unless tax exempt certificate is provided.

VII. CONFIDENTIALITY.

Each party may disclose to the other relevant proprietary and/or confidential information and technology required for the completion of each Statement of Work. All such information identified as proprietary and/or confidential, when disclosed by one party to the other, shall be kept secret and confidential by the receiving party and shall not be used except as expressly contemplated in the Agreement.

VIII. MISCELLANEOUS.

- A. Telecommunications Link. County agrees to provide the necessary equipment to allow remote access to County's computer system for the time required by RevQ to furnish the Services hereunder. All telecommunication link charges incurred by RevQ will be billed to County.
- B. RevQ will provide Software Support of the Custom Software for up to ninety (90) days following acceptance of final Service or Product per Statement of Work for correction of errors in the Products or Services. Custom Software will be deemed accepted if County does not notify RevQ, in writing, detailing reason for rejection within 15 business days of delivery. Software Support beyond this time can be obtained by choosing one of two options: (1) Support Plan (reference Software Support Module) or (2) Time & Materials Maintenance Plan (non-guaranteed). Support fees, if applicable, will be based on the total project billings multiplied by RevQ's then current support rate. Surcharges will apply for quarterly and monthly billings. Note: Change requests in use or functionality which are outside the Statement of Work are not covered under this Software Support condition and will require a new Statement of Work.
- C. This Module contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Module shall not be modified in any way except by a written agreement subscribed by both parties.
- D. The Statement of Work attached hereto is hereby incorporated into the Agreement by this reference as if fully set forth therein.

The parties intending to be legally bound have executed this Software Development Module to be executed by their duly authorized representatives.

Source Code Agreement

Between

ONTARIO SYSTEMS, LLC d/b/a Finvi, a Delaware Limited Liability Company

800-488-4420

Hereafter RevQ

And

San Bernardino County #2500

268 West Hospitality Lane, 2nd Floor

San Bernardino, CA 92415-0465

909-382-3078

Hereafter County

This Source Code Agreement requires first and foremost that a valid software license agreement for RPCS ("RPCS Software License Agreement") be either previously existent between Columbia Ultimate, Inc. ("RevQ") and San Bernardino County ("COUNTY"), or entered into concurrently with this Source Code Agreement between RevQ and COUNTY, and that RPCS Software License Agreement be maintained as valid and in good standing at all times during the term of this Source Code Agreement.

COUNTY has requested access to the source code for the server software of RPCS (the "Source Code"). RevQ is willing to make the Source Code available to COUNTY only on the following terms and conditions:

1. **RPCS SOFTWARE LICENSE AGREEMENT.** All provisions of RPCS Software License Agreement, including but not limited to the provisions on confidentiality, apply with respect to the Source Code except as explicitly modified herein.
2. **LIMITED LICENSE.** During the term of this Source Code Agreement, RevQ grants COUNTY a nonexclusive license to
 - 2.1. View the Source Code on any computer using a valid, licensed port to access the server software of RPCS software; and
 - 2.2. Modify the source code, but only for purposes of facilitating COUNTY's operations in using RPCS software.
3. **LICENSE FEE.**
 - 3.1. **AMOUNT AND PAYMENT.** Upon execution of this Source Code Agreement, COUNTY will pay RevQ \$0.00 (zero) as the license fee. Any charges not paid within 30 days from the date of the invoice are subject to a service charge of 1 1/2% per month or the maximum rate permitted by law, whichever is lower.
 - 3.2. **TAXES.** The license fee is exclusive of, and COUNTY will be solely responsible for paying (or providing an exemption certificate with respect to), all sales, use, excise and similar taxes relating to the license fees.
 - 3.3. **CURRENCY.** All prices listed are US Dollars unless otherwise specified.
4. **COPYRIGHT.** Copyright laws and international copyright treaties, as well as other intellectual property laws and treaties, protect the Source Code. Providing Source Code for COUNTY does not waive or alter any copyrights or other intellectual property rights of RevQ. Neither this Source Code Agreement nor RPCS License Agreement give COUNTY any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, functions or licenses in respect of the Source Code. The Source Code is licensed, not sold. All title and copyrights in and to the Source Code, any copies of the Source Code, any modifications to the Source Code, and any works which are derived from the Source Code are owned by RevQ. COUNTY may not copy or modify, or permit others to copy or modify, the Source Code except as explicitly authorized in this Source Code Agreement. COUNTY's right to use the Source Code is only as specified in this Source Code Agreement, and RevQ retains all rights not expressly granted in this

Source Code Agreement

Source Code Agreement. All modifications of the Source Code and all works derived from the Source Code will be deemed work made for hire for the benefit of RevQ, and COUNTY will execute such documents as RevQ may reasonably request to assign any resulting copyright to RevQ. Nothing in this Source Code Agreement constitutes a waiver of any rights under U.S. Copyright law or any other international, federal or state law.

5. **TIME LOCK.** The Source Code contains an authorization code permitting the use of RPCS software for a time limited period. COUNTY may not access, view, disable or modify the access code that controls the operability of RPCS software.
6. **TERMINATION.** This Source Code Agreement will terminate upon the earlier of:
 - 6.1. The termination of RPCS Software License Agreement or
 - 6.2. Material breach of this Source Code Agreement which has not been cured for a period of 30 days from delivery of written notice thereof to the breaching party.
7. **EFFECT OF TERMINATION; SURVIVAL.** In the event of any termination of this Source Code Agreement as provided herein, all licenses granted by RevQ herein will immediately terminate. The provisions of Sections 4, 8, and this Section 7 will survive termination of this Source Code Agreement. Upon termination of this Source Code Agreement, COUNTY must immediately return all copies of the Source Code to RevQ or otherwise dispose of the Source Code in such manner as is acceptable to RevQ.
8. **CONFIDENTIALITY.** The Source Code, related communications from RevQ, in whatever form, and their content are the confidential information of RevQ and may not be disclosed or used for any purpose not expressly permitted by this Source Code Agreement or as otherwise expressly authorized in writing by RevQ. COUNTY will take all reasonable steps necessary to ensure that neither the Source Code nor any portion thereof are made available by COUNTY or by any of its agents or employees in any form (including but not limited to magnetic tape, disk, or memory) to any organizations or individuals not licensed by this Source Code Agreement to make use thereof. COUNTY will assure that all individuals having access to the Source Code will observe and perform this confidentiality covenant. COUNTY will: (1) use the Source Code solely on the computer(s) specified in this Agreement; (2) limit disclosure of the Source Code to the employees and agents of COUNTY who have a need to know such confidential information for purposes of this Source Code Agreement, and who are, with respect to the confidential information of RevQ, bound in writing by confidentiality terms no less restrictive than those contained herein; (3) instruct its employees and agents having access to Source Code not to copy or duplicate for the purposes of disclosure, or disclose the Source Code or any components thereof; and (4) use normal security measures to safeguard Source Code from access by persons other than COUNTY's employees and agents using the Source Code for COUNTY's own requirements and from theft.
9. **LIMITED WARRANTY; DISCLAIMERS.**
 - 9.1. **LIMITED WARRANTY - No INFRINGEMENT.** During the term of this Source Code Agreement, RevQ warrants that it has the right to license the Source Code under terms of this Source Code Agreement, that the Source Code does not infringe upon the rights of any third parties, and that the Source Code does not violate any U.S. protected copyright or trademark or any other proprietary rights of third parties.
 - 9.2. **DISCLAIMERS.** RevQ makes no warranties, express or implied, other than the warranties explicitly stated herein. Except as specifically provided herein, RevQ will have no liability to COUNTY or any other party because of the failure of the Source Code to perform. RevQ does not warrant that the Source Code will meet COUNTY's requirements or that the operation of the Source Code will be uninterrupted or error free. RevQ assumes no responsibility for Source Code that has been altered or modified, except if altered or modified by RevQ. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, REVQ DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.** The foregoing is expressly in lieu of all other warranties whatsoever, express, implied, or statutory.

Source Code Agreement

10. INDEMNIFICATION. Section IX of the Software License Agreement titled Indemnification is incorporated herein.

[Deleted]

11. MISCELLANEOUS.

- 11.1. No ASSIGNMENT. COUNTY may not assign, rent, lease or otherwise sublet the Source Code or any part thereof to any third party, and COUNTY will not use the Source Code for any purpose other than expressed in this Source Code Agreement, without the prior written consent of RevQ, which consent may be granted or withheld in the sole discretion of RevQ.
- 11.2. FORCE MAJEURE. No party will be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond such party's control, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements.
- 11.3. BINDING EFFECT. This Source Code Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the parties hereto.
- 11.4. SEVERABILITY. If any provision of this Source Code Agreement is held invalid, it won't affect the balance of this Source Code Agreement.
- 11.5. NOTICES. Except as otherwise provided herein, any notice or other communication given hereunder will be in writing and will be given by personal service, express courier (such as UPS), confirmed fax, or by certified or registered mail to the addresses shown on this Source Code Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail will be deemed given at the date and time of receipt.
- 11.6. LOCAL LAW COMPLIANCE. COUNTY assumes all responsibility for compliance with local laws, ordinances or other regulation relating to the operation and the use of the Source Code Software, RPCS software and debt collection generally.
- 11.7. CROSS DEFAULT. Breach of any other agreement between RevQ and COUNTY will be a breach of this Agreement. A breach of this Source Code Agreement will be a breach of RPCS License Agreement.
- 11.8. GOVERNING LAW; VENUE. This Agreement will be governed by and construed in accordance with the laws of the state of California. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, venue will be in the Superior Court of San Bernardino, CA, Central District.
- 11.9. ATTORNEY FEES. If any arbitration, suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the arbitrator, trial court, or appellate court.
- 11.10. ENTIRE AGREEMENT. This Source Code Agreement, together with RPCS Software License Agreement and any previously executed confidentiality and nondisclosure agreements, contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. Only an instrument in writing executed by all the parties may amend this Source Code Agreement. Only a written instrument executed by the party waiving compliance may waive a provision of this Source Code Agreement. No waiver of any provision of this Source Code Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Source Code Agreement will not operate as a waiver of such provision or any other provision.

Additional Terms and Conditions

1. Insurance – Without in anyway affecting the indemnity herein provided and in addition thereto the contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers' Compensation – RevQ employees are insured with Washington State Fund through the State of Washington's Department of Labor and Industries. RevQ's account number is UBI 601 983 842. There is no limitation of coverage, and no policy period or cancellation date issued by the State of Washington.

Commercial/General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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) Products and completed operations
- (b) Personal injury
- (c) Contractual liability
- (d) \$2,000,000 general aggregate limit

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for a bodily injury and property damage and \$2,000,000 in the aggregate or

Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Cyber Liability Insurance – technology errors and omissions policy with a privacy endorsement (or one or more equivalent policies) with a minimum limit of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate with a minimum sublimit of \$2,500,000 for privacy remediation coverage and a minimum sublimit of \$1,000,000 for privacy fines and penalties coverage.

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.

2. Additional Named Insured – All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder as limited by Sections VIII(F) and VIII(G) of the Software License Agreement. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy, except as limited by Sections VIII(F) and VIII(G) of the Software License Agreement. To the extent the insurance provider provides such endorsements, Contractor shall use reasonable efforts to obtain additional insured coverage at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85. County acknowledges that Contractor's insurance providers may enforce the limitations set forth under Sections VIII(F) and VIII(G) of the Software License Agreement if the County ever seeks coverage as an additional insured under any of Contractor's insurance policies.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, 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 Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor 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.

Additional Terms and Conditions

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”.

Deductibles and Self Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be stated on the certification of insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The 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 County.

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 County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights of the part of the County.

3. Former County Officials – Contractor agrees to provide or has already provided information on former County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. For purposes of this provision, “County administrative official” is defined as a member of the Board of Supervisors or such officer’s staff, County Administrative Officer or member of such officer’s staff, County department or group head, assistant department or group head.
4. Improper Consideration – RevQ shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement.

The COUNTY, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the COUNTY with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

RevQ shall immediately report any attempt by a COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from RevQ. The report shall be made to the supervisor or manager charged with supervision of the employee or to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

5. Inaccuracies And Misrepresentations – If in the course of the RFP process or in the administration of a resulting Agreement, the COUNTY determines that RevQ has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, RevQ may be terminated from the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

6. Conflict Of Interest – RevQ shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the COUNTY. RevQ shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the COUNTY determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed, by the COUNTY and such conflict may constitute grounds for termination of the Agreement. This provision shall not be construed to prohibit employment of persons with whom RevQ’s

Additional Terms and Conditions

officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

7. Proof of Coverage – Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required 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 Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

Additional Terms and Conditions

BUSINESS ASSOCIATE AGREEMENT: Except as otherwise provided in this Agreement, REVQ, hereinafter referred to as “BUSINESS ASSOCIATE”, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of SAN BERNARDINO COUNTY, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

- a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate shall implement reasonable administrative, physical, and technical safeguards to:
 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- c. Business Associate shall mitigate, to the extent reasonable and practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

Additional Terms and Conditions

II. Specific Use and Disclosure Provisions.

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires not title or rights to the Protected Health Information.
- c. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- d. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy Rule.

Exhibit A

SUMMARY OF COST

Qty	Description	Year 1			Year 2			Option		
		Increase:	Increase:	3%	Increase:	Increase:	3%	Increase:	Increase:	3%
		7/1/22-6/30/23			7/1/23-6/30/24			7/1/24-6/30/25		
		Value	Annual	License	Value	Annual	License	Value	Annual	License
Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount		
167	RPCS Plus Licenses	\$886,986.46	\$106,438.00	\$26,610.00	\$913,596.06	\$109,632.00	\$27,408.00	\$941,003.94	\$112,920.00	\$28,230.00
108	CU*Emulate	\$52,872.64	\$7,737.46		\$54,458.81	\$7,969.58		\$56,092.58	\$8,208.67	
167	Drem Licenses		\$2,299.32			\$2,299.32			\$2,299.32	
1	A/R Logon	\$2,131.38	\$501.50		\$2,195.32	\$516.55		\$2,261.18	\$532.04	
1	Account Distribution/Payment Proration Module	\$27,642.31	\$4,143.36	\$829.87	\$28,471.58	\$4,267.66	\$854.76	\$29,325.73	\$4,395.69	\$880.41
1	Victim Restitution Module	\$25,522.87	\$3,820.97	\$764.19	\$26,288.55	\$3,935.60	\$787.12	\$27,077.21	\$4,053.66	\$810.73
1	Tax Intercept Module	\$5,516.52	\$835.84	\$167.17	\$5,682.02	\$860.91	\$172.18	\$5,852.48	\$886.74	\$177.35
1	Un-Secured Delinquent Tax Module	\$15,797.31	\$2,370.19	\$477.62	\$16,271.23	\$2,441.30	\$491.95	\$16,759.37	\$2,514.54	\$506.71
1	California FTB/COD Module	\$11,194.24	\$1,671.67	\$334.33	\$11,530.07	\$1,721.82	\$344.36	\$11,875.97	\$1,773.48	\$354.70
1	California EDD Module	\$8,024.03	\$1,194.05	\$238.81	\$8,264.75	\$1,229.87	\$245.97	\$8,512.69	\$1,266.77	\$253.35
1	CU*Remit	\$2,626.92	\$394.04		\$2,705.72	\$405.86		\$2,786.89	\$418.03	
1	CU*Schedule	\$716.43	\$119.41		\$737.92	\$122.99		\$760.06	\$126.68	
1	CU*Connect	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
1	CU*Transit	\$0.00	\$2,149.29		\$0.00	\$2,213.77		\$0.00	\$2,280.19	
1	CU/Converse Support Fee 4 Agents 12 Outbound Lines	\$21,655.33	\$7,478.35		\$22,304.99	\$7,702.70		\$22,974.14	\$7,933.78	
1	Compass Document Mgt System Support		\$3,360.06			\$3,460.87			\$3,564.69	
1	CU/Interact Support 15 Inbound Call Processing Licenses		\$13,302.94			\$13,702.02			\$14,113.09	
1	Proj. #16598: Modify interface	\$2,500.00	\$300.00		\$2,500.00	\$300.00		\$2,500.00	\$300.00	
1	Proj. #17191: Process payment report for CMC	\$2,500.00	\$300.00		\$2,500.00	\$300.00		\$2,500.00	\$300.00	
1	Proj. #18225: Cashiering Interface	\$15,500.00	\$1,860.00		\$15,500.00	\$1,860.00		\$15,500.00	\$1,860.00	
1	Proj. #19298: Modify interface to pick up data	\$18,900.00	\$2,268.00		\$18,900.00	\$2,268.00		\$18,900.00	\$2,268.00	
1	Proj. #20888: Victim Interest	\$23,760.00	\$2,851.00		\$23,760.00	\$2,851.00		\$23,760.00	\$2,851.00	
1	Proj. #76285: PP Packet Screen	\$3,550.00	\$426.00		\$3,550.00	\$426.00		\$3,550.00	\$426.00	
1	Proj. #81916: New interface for Medi-Tech	\$6,390.00	\$767.00		\$6,390.00	\$767.00		\$6,390.00	\$767.00	
1	Proj. #120882: Interface with Daily Property Tax File for Payments	\$1,704.00	\$204.00		\$1,704.00	\$204.00		\$1,704.00	\$204.00	
1	Proj. #120501: Additional Type field needed for Violation Codes	\$4,260.00	\$511.00		\$4,260.00	\$511.00		\$4,260.00	\$511.00	
1	Proj. #215198: Interface for Unsecured Property Tax Cancel	\$2,480.00	\$298.00		\$2,480.00	\$298.00		\$2,480.00	\$298.00	
1	Proj. #222808: Create CF Activity Type R	\$2,325.00	\$279.00		\$2,325.00	\$279.00		\$2,325.00	\$279.00	
1	Proj. #269320: ARMC Interface	\$6,400.00	\$768.00		\$6,400.00	\$768.00		\$6,400.00	\$768.00	
1	Proj. #292428: Payment Interface for Client 123	\$2,240.00	\$269.00		\$2,240.00	\$269.00		\$2,240.00	\$269.00	
1	Proj. #296461: TA_COURT alert the posting of Court Transactions	\$3,200.00	\$384.00		\$3,200.00	\$384.00		\$3,200.00	\$384.00	
1	Proj. #287743: Court Interface Modifications - December 2009	\$2,240.00	\$269.00		\$2,240.00	\$269.00		\$2,240.00	\$269.00	
1	Proj. #324029: Court System Upgrade to v 5.6	\$2,400.00	\$288.00		\$2,400.00	\$288.00		\$2,400.00	\$288.00	
1	Proj. #343401: New Court Transaction Interface	\$3,200.00	\$384.00		\$3,200.00	\$384.00		\$3,200.00	\$384.00	
1	Proj. #38056: Tyler_TA Updates	\$2,400.00	\$288.00		\$2,400.00	\$288.00		\$2,400.00	\$288.00	
	TOTAL	\$1,166,635.45	\$170,530.45	\$29,421.99	\$1,198,456.04	\$175,196.83	\$30,304.35	\$1,231,231.25	\$180,001.37	\$31,213.24
			\$199,952.45			\$205,501.18			\$211,214.61	

SAN BERNARDINO COUNTY

▶

Curt Hagman, Chairman, Board of Supervisors

Dated: _____
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
San Bernardino County

By _____
Deputy

Ontario Systems, LLC d/b/a Finvi

(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

Statement of Work

Statement of Work

Ontario Systems, LLC, d/b/a Finvi, on behalf of itself and its subsidiaries, Columbia Ultimate, Inc. and Columbia Ultimate Business Systems, Inc. (collectively and individually referred to as "Ontario Systems"), agrees to provide to below-identified Client ("*Client*") the professional services as described in this SOW (the "*Professional Services*"). This Statement of Work (the "*SOW*") incorporates all of the terms and conditions of the Standard Terms and Conditions, Software License Agreement or otherwise applicable terms and conditions between the parties (the "*Master Agreement*"). Unless specifically defined herein, all capitalized terms used herein shall have the meaning set forth in the Master Agreement. To the extent this SOW conflicts with the Master Agreement in any way, the terms of this SOW shall prevail. This SOW shall be effective upon the date counter-signed by Ontario Systems.

Client Name (Client):	San Bernardino County	SOW Date:	August 9,2022
Client Number:	2500	OS Task Contact:	Daniel Grove
Project Name:	RPCS Data Archive Extract	Client Contact:	Dustin Morse
Case Number:	298194	Service Type:	Programming Services

1. Scope of Work

A. Description of Services

The county wants an archive of their relevant data from RPCS so they know they have access to the data for years to come. They need the data in a format that can be easily set as tables in a SQL Server database.

This work is to do the analysis and programming to provide the county with a reusable data extract process that they can run independently.

Ontario Systems has an internal custom programming template that they will use for programming the extract. There is no charge for the tool, but the analysis and additional programming time will be billed.

In addition, during testing, the county may want to be running the process from a database that is a snapshot of production, so the data will be unchanging during the testing. This will include the setup of the test logon for that purpose.

B. Service Deliverables

1. Analysis and finalized design including working with the Client to identify relevant and desired data, including needed data translations.
2. Coding and unit testing of the finalized design.
3. Creation of a test logon.
4. Refresh the test logon from production data.
5. Modifying file paths and other pointers on the new test logon to not affect production data.
6. Updated documentation of the finalized design, including the way for the Client to run the extract process.
7. Troubleshooting and coding fixes for identified issues.
8. Support during Client testing.
9. Implementation in production.
10. Project management time and meetings with the Client. The estimate includes 12-months of project management @ about 4 hours per month. The target timeline to conclude the project is within 3 months from the start of the detailed analysis. If the project concludes according to plan, there will be significantly less project management time than is included in the estimate.
11. Time will be allotted for minor changes in scope, especially for troubleshooting purposes. If significant changes significant changes are needed in time or scope, an additional SOW may be required.

C. Client Responsibilities/Assumptions

The fees for the services defined in this SOW are dependent upon the following assumptions being accurate and the Client performing the following responsibilities:

- The client will be responsible for doing system testing after the programmer has unit tested the changes. The client will need to make sure that the changes were done per the requirements in this document.
- The client will respond to Ontario Systems within 15 days of notice of completion of any below described task with its acceptance or rejection of such task completion ("Acceptance Period"). If Client does not respond within the 15 days, Client is deemed to have accepted the completion of such task. If Client rejects the completion of

Statement of Work

any task, Client must detail the reasons for the rejection and Ontario Systems will review and make any necessary corrections. The Acceptance Period will then begin again.

D. Project Contact

Ontario Systems Contacts	Client Contacts
Project Contact: Daniel Grove daniel.grove@finvi.com 360-260-5645	Project Contact: Dustin Morse Dustin.Morse@sbccountyatc.gov 909-382-3028

E. Work Location

Ontario Systems will perform the services defined in this SOW remotely.

2. Fee Schedule and Invoices

A. Fee Schedule + Invoicing

Fees for this engagement will be charged on a Time & Materials basis at the rate(s) defined in the fee table set forth in this Section. Following the end of each calendar month, Ontario Systems will invoice Client for the time incurred in that period based on the rate listed below. For budgeting purposes, Ontario Systems estimates the number of hours this project may take and the corresponding estimated fee. Client acknowledges that this is a nonbinding estimate and that many circumstances can influence the actual time it takes to complete this project. Accordingly, Client shall pay Ontario Systems for the actual time Ontario Systems takes to complete the Professional Services, regardless if the amount is above or below the listed estimate. If Ontario Systems is going to exceed the estimate, Ontario Systems will institute Ontario Systems' formal change order process as outlined in Section 3(B) of this SOW. If Client fails to agree to a change order with Ontario Systems, Ontario Systems may, without any liability to Client, cease providing the Professional Services under this SOW once Ontario Systems reaches the estimated number of hours until a Change Order is agreed to by the parties. Upon the completion of the last task and Client paying the final invoices, this Statement of Work will be deemed completed.

Fee Table

Task	Estimated Hours	Hourly Rate	Estimated Fee
Case #298194: RPCS Data Archive Extract	160 to 250	\$200.00	\$32,000.00 to \$50,000.00
Total			\$36,000.00 to \$50,000.00

3. General Terms

- A. Discounts and No Charge Items. Client acknowledges that the discounts and any no charge items provided under this SOW are a one-time offer to Client, are confidential information of Ontario Systems, and will not apply to future purchases.
- B. Change Order. Should any changes to the scope, services, deliverables, estimating assumptions, or schedule established for this project occur, which would impact the time frame or fees, Ontario Systems will initiate its formal change control process and work with the Client to agree on an appropriate course of action, which may result in additional fees. Unless specifically agreed to otherwise in writing by the parties, any additional services not identified in this SOW shall be performed on a time and materials basis following the execution of a change order at the then-current rate.

Statement of Work

Approval and Signatures

Your signature indicates, as a representative of Client that you have reviewed this SOW and agree that it is complete; and accurately addresses the purpose and scope of this project.

Please scan and email the **ENTIRE** Agreement to ossalesprocessing@ontariosystems.com for countersignature by Ontario Systems, LLC.

San Bernardino County

Ontario Systems, LLC.

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Valid for execution within 60 days of the SOW Date