

Hosting Solutions Statement of Work

This Hosted Solution Statement of Work (“Hosting SOW”) dated January 1, 2023 is made by and between Konica Minolta Business Solutions U.S.A., Inc., a New York corporation (“Konica Minolta”), and County of San Bernardino (“Client”, and together with Konica Minolta, the “Parties”, and individually, a “Party”). This Hosting SOW is issued in accordance with the Document Storage Services and Document Digitization Services Contract by and among the County of San Bernardino, Cordodata Records Management, Inc., and Konica Minolta Business Solutions U.S.A., Inc. (“Master Agreement”). In the event of any conflict between terms of this Hosting SOW and the Master Agreement, this Hosting SOW shall control but only with respect to the Hosting Services described herein.

1. Defined Terms. All capitalized terms used in this Hosting SOW shall have the meanings ascribed them in this Hosting SOW:

“Client Data” means any and all data and information of Client captured, stored or processed in any manner using the Hosted Solution.

“Documentation” means, in the case of the Software, the “Help Files” included in the Software which relate to the functional, operational or performance characteristics of the Software.

“Error” means any defect or condition inherent in the Software which causes the Software to fail to function in all material respects as described in the Documentation, and which is reported by Client in accordance with this Hosting SOW and confirmed by Konica Minolta.

“Error Correction Services” means the services described in Section 3.2 of this Hosting SOW.

“Host Vendor” means Hyland Software, Inc.

“Host Web Site” means the web site hosted by Konica Minolta as part of the Hosted Solution on a web server included in the Network, through which Client will access the Software and Client Data stored using the Software.

“Hosted Solution” means a Host Web Site, Network, Software, Third Party Software and Hosting Services provided, collectively, by Konica Minolta under this Hosting SOW.

“Hosted Solution Support” means Technical Support Services, Error Correction Services and the services described in Section 3.3 of this Hosting SOW.

“Hosting Services” means the Standard Hosting Services and any Optional Hosting Services included in the Hosted Solution.

“Network” means the computers and peripheral storage devices, switches, firewalls, routers and other network devices provided by Konica Minolta as part of the Hosted Solution.

“Optional Hosting Services” means optional services described in the Process Manual, which Host Vendor offers as Hosting Services, but which are not included in the Standard Hosting Services.

“Process Manual” means the latest version of the manual describing the Hosting Services, the Network and certain other components of the Hosted Solution, including the attestations, certification documents and assistance with compliance and security testing Host Vendor agrees to provide, based upon the Service Class selected by Client, as posted by Konica Minolta from time to time on a website designated by Konica Minolta. The Process Manual is attached hereto as Attachment 1.

“Service Class” means the service level commitment included as part of Standard Hosting Services, as described in the Service Class Manual, and purchased by Client as part of the Hosted Solution.

“Service Class Manual” means the latest version of the manual describing the Service Classes. The Service Class Manual is attached hereto as Attachment 2.

“Software” means Host Vendor’s proprietary software products included from time to time in the Hosted Solution, including third party software bundled by Host Vendor together with Host Vendor’s proprietary software products as a unified product.

“Standard Hosting Services” means the Hosting Services described in the Process Manual as being standard hosting services.

“Technical Support Services” means the services described in Section 3.1 of this Hosting SOW.

“Third Party Software” means all third party software products (other than third party software products bundled by Konica Minolta as a part of the Software) licensed by Konica Minolta and sublicensed through this Hosting SOW by Konica Minolta to Client as part of the Hosted Solution.

“User Testing Environment” means a separate instance of the Software and Third Party Software (including Client Data) hosted by Konica Minolta on the Network for Client, for use by Client solely with production data in a non-production environment for the limited purpose of functional and performance testing of the Software, environment and Third Party Software.

“User Testing Lite Environment” means a separate instance of the Software and Third Party Software (including Client Data) hosted by Konica Minolta on the Network for Client, for use by

Client solely with production data in a non-production environment for the limited purpose of functional testing of the Software, environment and Third Party Software.

2. Hosting Services.

2.1 Hosting. Konica Minolta, in conjunction with Host Vendor, will host the Hosted Solution, including providing to Client the Hosting Services which are part of the Hosted Solution, in the Host Vendor's Cloud subject to and in accordance with the terms of the Process Manual and Service Class Manual. The initial Service Class purchased by Client will be set forth in Client's initial purchase order. Client may upgrade the Service Class at any time, but may downgrade such Service Class only after the expiration of the Initial Term of this Hosting SOW. In the event Client elects to downgrade such Service Class, such downgrade will not be effective until the beginning of the next renewal of this Hosting SOW. To modify a Service Class selection, Client must submit a purchase order indicating the new Service Class.

2.2 Process Manual. Konica Minolta has delivered a current copy of the Process Manual to Client. Konica Minolta and Host Vendor will have the right to modify the Process Manual (including the right to issue an entirely restated Process Manual) from time to time. The modifications or the revised Process Manual will be effective thirty (30) days after Konica Minolta or Host Vendor provides written notice to Client informing Client of Konica Minolta's or Host Vendor's posting of such modifications or revisions on the website identified in such notice. If the changes to the Process Manual materially adversely affect the services provided to Client under the Process Manual, Client may terminate this Hosting SOW by written notice delivered to Konica Minolta within thirty (30) days of Client's receipt of such notice from Konica Minolta or Host Vendor. Such termination shall be effective thirty (30) days after Konica Minolta's receipt of Client's written notice.

2.3 Service Class Manual. Konica Minolta has delivered a current copy of the Service Class Manual to Client. Konica Minolta will have the right to modify the Service Class Manual (including the right to issue an entirely restated Service Class Manual) from time to time. The modifications or the revised Service Class Manual will be effective thirty (30) days after Konica Minolta provides written notice to Client informing Client of Konica Minolta's posting of such modifications or revisions on the website identified in such notice. Notwithstanding the foregoing no modifications of the Service Class Manual relating to Client's then-current Service Class will be effective until the next renewal of this Hosting SOW. If the changes to the Service Class Manual materially adversely affect the services provided to Customer under the Service Class Manual, Customer may elect to not renew this Hosting SOW in accordance with Section 9.1 of this Hosting SOW.

2.4 Return of Client Data and Deletion. Upon termination or expiration of this Hosting SOW for any reason:

(a) Upon written request by Konica Minolta or Client to Host Vendor sent to cloud@hyland.com made within thirty (30) days after the effective date of any such termination

or expiration for the return of Client Data (“Notice of Return of Client Data”), Host Vendor will either: (1) return Client Data by providing to Konica Minolta or Client the Client Data on one (1) or more encrypted hard drives or other similar media and an export file containing the relevant keyword values and related file locations for the Client Data or (2) make available to Konica Minolta or Client the Client Data for extraction via SFTP. Host Vendor will work with Konica Minolta or Client on determining the extraction method most suitable to meet Client’s requirements. Client shall be invoiced an amount determined by Konica Minolta based on Konica Minolta’s then current list price as consideration for such return of Client Data, or such other amount as mutually agreed upon by the Parties. Client acknowledges and agrees that sixty (60) days after Host Vendor has sent or made available to Konica Minolta or Client the Client Data, Host Vendor shall have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all such Client Data from all of Host Vendor’s datacenters, including all backup copies.

(b) Upon written request by Konica Minolta or Client to Host Vendor sent to cloud@hyland.com made within sixty (60) days after the effective date of any such termination or expiration for the deletion of Client Data (“Notice of Deletion of Client Data”), Host Vendor will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data from all of Host Vendor’s datacenters, including all backup copies.

(c) If Host Vendor does not receive the Notice of Return of Client Data or the Notice of Deletion of Client Data in accordance with paragraph (a) or (b) above, Client acknowledges and agrees that sixty (60) days after any termination or expiration of Client’s Hosting SOW, Host Vendor will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data from all of Host Vendor’s datacenters, including all backup copies.

2.5 Data Location. Client Data shall be stored at the data center location as set forth in Client’s initial purchase order. Konica Minolta or Host Vendor may, at its expense, change the location of the Client Data to another data center; provided, that Konica Minolta provides at least sixty (60) days prior written notice to Client, informing Client of the new location to be used for storing the Client Data. If Client objects to the new location proposed by Konica Minolta or Host Vendor, Client may terminate this Hosting SOW by providing written notice to Konica Minolta within thirty (30) days of the date of Konica Minolta’s notice to Client regarding the change of location. Such termination shall be effective thirty (30) days after receipt of Client’s written notice.

2.6 Subcontract of Hosting Services. Client acknowledges and agrees that Konica Minolta shall subcontract to Host Vendor the provision of all Hosting Services and fulfillment of all other obligations under this Section.

3. Hosted Solution Support. Konica Minolta will provide Hosted Solution Support during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday, excluding holidays.

See <https://kmbs.konicaminolta.us/about/holiday-support-schedule/> for a list of holidays observed by Konica Minolta.

3.1 Technical Support Services. Konica Minolta will provide telephone or online technical support for problems relating to the Hosted Solution, which are properly reported by Client.

3.2 Error Correction Services for the Software. With respect to any Errors in the Software, Konica Minolta will engage Host Vendor to use commercially reasonable efforts to correct any Error, which may be affected by a commercially reasonable workaround. Konica Minolta shall promptly commence to confirm any properly reported Errors after receipt of the Error report from Client. Host Vendor may correct any Error by updating or upgrading the Software included in the Hosted Solution to a new build or version.

3.3 Network, Third Party Software or Host Web Site Defects. With respect to any defects (non-conformity to manufacturer's provided user documentation) in the Network, Third Party Software or Host Web Site which are properly reported by Client and which are confirmed by Konica Minolta or Host Vendor or its suppliers, in the exercise of their reasonable judgment, Konica Minolta will engage Host Vendor to use reasonable efforts to repair the defective component so as to correct the defect, or replace the defective component with a replacement component providing substantially similar functionality. Konica Minolta shall undertake to confirm any reported defects in the Network, Third Party Software or Host Web Site promptly after receipt of proper notice from Client, in accordance with Konica Minolta's then-current Error reporting procedures.

3.4 Exclusions. Konica Minolta is not responsible for providing, or obligated to provide, Hosted Solution Support under this Hosting SOW: (i) in connection with any Errors, defects or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, any Third Party Software, any components of the Network or the Host Web Site, or from any design defect in any configuration of any component of the Hosted Solution, which activities in any such case were undertaken by any party other than Konica Minolta or Host Vendor; (ii) in connection with any Error in the Software or defect or problem in any other component of the Hosted Solution if Host Vendor has previously provided corrections for such Error or defect which Client fails to implement; (iii) in connection with any Errors, defects or problems which have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in any software, hardware, system or networking which is not a part of the Hosted Solution; (iv) if the Hosted Solution has been subjected to abuse, misuse, improper handling, accident or neglect; (v) if any party other than Konica Minolta or Host Vendor has provided any services in the nature of Hosted Solution Support to Client with respect to the Hosted Solution; or (vi) in connection with any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs).

3.5 Update, Upgrade, Change or Replacement of Components of the Hosted Solution. Konica Minolta or Host Vendor may update or upgrade the build or version of the Software used in the Hosted Solution from time to time at Konica Minolta's expense. Client acknowledges and agrees that Host Vendor has the right, at any time, to change the specifications and operating characteristics of the Software. Host Vendor may also change, replace, update or upgrade the hardware or other software components of the Hosted Solution from time to time. Client agrees to collaborate with Konica Minolta and Host Vendor and assist Konica Minolta and Host Vendor in connection with the completion of installation and testing of any update or upgrade of the Software.

4. Prices, Invoicing and Payment.

4.1 Prices and Invoicing.

(a) Initial Setup Fees. Konica Minolta will invoice Client for Initial Setup Fees in the amount set forth in the Purchase Table (which is attached hereto as Exhibit A) promptly following the Effective Date.

(b) Hosting Fees. Unless otherwise mutually agreed to by the Parties in writing, Konica Minolta will invoice Client for Hosting Fees set forth in the Pricing Table annually, in advance, on the Hosted Solution Deployment Date. Konica Minolta agrees that during the Initial Term, the Hosting Fees relating to the Hosted Solution, as initially composed, shall be in the amount set forth in the Purchase Table. If at any time Client purchases additional components for the Hosted Solution, then for the balance of the then-current term, Client will pay additional Hosting Fees in such amounts as are mutually agreed to by the Parties.

(c) Subscription Fees. Unless otherwise mutually agreed to by the Parties in writing, Konica Minolta will invoice Client for Subscription Fees set forth in the Pricing Table annually, in advance, on the Hosted Solution Deployment Date. Konica Minolta agrees that during the Initial Term, the Subscription Fees relating to the Hosted Solution, as initially composed, shall be in the amount set forth in the Purchase Table. If at any time Client purchases additional components for the Hosted Solution, then for the balance of the then-current term, Client will pay additional Subscription Fees in such amounts as are mutually agreed to by the Parties.

(d) Consumption Fees. Konica Minolta will invoice Client for any Consumption Fees, monthly in arrears, promptly upon the end of the month to which such Consumption Fees relate. Consumption Fees will be due for a month if at any time during such month the amount of Client Data stored in the Hosted Solution exceeds Client's then-current data storage allocation.

(e) Other Fees. If Client procures and Konica Minolta provides any other services or deliverables in connection with the Hosted Solution that are not covered by the fees and charges described in paragraphs (a) - (c) above, Konica Minolta will invoice Client for such other fees or

charges based upon the pricing that the Parties have mutually agreed upon in connection with such other services or deliverables.

(f) Receipt of Invoices; Correction. All invoices shall be sent electronically by Konica Minolta to Client to the attention of "Accounts Payable," or to such other person or department as Client may specify from time to time by written notice to Konica Minolta. In the event any invoice contains an under billing error which is discovered by Konica Minolta, Konica Minolta may issue a new invoice to correct the error.

4.2 Payment of Invoices. Subject to Section 4.3 below, Client shall pay any invoice issued by Konica Minolta under or in connection with this Hosting SOW in full to Konica Minolta net forty-five (45) days from the date of Client's receipt of such invoice.

4.3 Resolution of Invoice Disputes. If Client believes that an invoice contains an error, then Client shall (i) pay the undisputed portion of the charge when due and (ii) notify Konica Minolta in writing of the disputed charge no later than thirty (30) days after the invoice date. Any amounts not disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with Section 4.2 above. With respect to any amounts that are timely disputed, both Parties will use commercially reasonable efforts to resolve the dispute within forty-five(45) calendar days of Konica Minolta's receipt of the notice. If any amount remains disputed in good faith after such forty-five (45) day period, either Party may escalate the disputed items to the Parties' respective executive management to attempt to resolve the dispute. The Parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the Parties are unable to resolve the dispute in accordance herewith, either Party may initiate arbitration in accordance with Section 12.3 below.

4.4 Certain Remedies for Non-Payment or for Late Payment. In the event of any default by Client in the payment of any amounts invoiced by Konica Minolta, which default continues unremedied for at least forty-five (45) calendar days after the due date of such payment, Konica Minolta shall have the right to suspend or cease Client's right to use the Hosted Solution or the provision of any Hosted Solution Support, unless and until such default shall have been cured.

4.5 Taxes and Governmental Charges. All payments under this Hosting SOW are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Client (other than taxes on Konica Minolta's income). In the event Client is required by law to withhold taxes, Client agrees to furnish Konica Minolta all required receipts and documentation substantiating such payment. If Konica Minolta is required by law to remit any tax or governmental charge on behalf of or for the account of Client, Client agrees to reimburse Konica Minolta within forty-five (45) days after Konica Minolta notifies Client in writing of such remittance. Client agrees to provide Konica Minolta with valid tax exemption certificates in advance of any remittance

otherwise required to be made by Konica Minolta on behalf of or for the account of Client, where such certificates are applicable.

4.6 U.S. Dollars. All fees and charges under this Hosting SOW shall be determined, invoiced and paid in U.S. dollars.

5. License of Software and Third Party Software.

5.1 Subject to compliance by Client with the terms, conditions and restrictions of this Hosting SOW and payment of all applicable fees due hereunder, Konica Minolta grants to Client a revocable, non-exclusive, non-assignable, limited license to use the Software and Third Party Software, in machine-readable object code form only, for the term of this Hosting SOW. Client may use the Software and Third Party Software only as part of the Hosted Solution, solely for use by:

(a) Client internally, and only for capturing, storing, processing and accessing Client's own data; and

(b) by a third party contractor retained by Client as a provider of services to Client ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Client's own data in fulfillment of the Contractor's contractual obligations as a service provider to Client and only if such Contractor and Host Vendor have executed an agreement in a form available for download at Host Vendor's Community website ("Contractor Use Agreement").

The Software and Third Party Software are licensed for use by a single organization and may not be used for processing of third party data as a service bureau, application service provider or otherwise. Client shall not make any use of the Software or Third Party Software in any manner not expressly permitted by this Hosting SOW.

5.2 Client acknowledges that the licenses granted herein are limited to the right of concurrent access to the Client Data via telecommunications equipment by web browser or Software application to the Host Web Site. Client acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the "Volume Level"). Client may choose to purchase a higher volume level at any time. Client may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Client is prohibited from using any software other than the Software client modules or licensed API

modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Konica Minolta has given its prior written consent to Client's use of such other software and the Subscription Fees and Hosting Fees have been adjusted to reflect such additional Software, and Client pays such additional Subscription Fees and Hosting Fees with respect to such access to the Software or data stored in the Software database in accordance with the Host Vendor's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

5.3 Client shall be entitled to use one (1) production copy of the Software and Third Party Software. Further, Client may purchase limited access to a Sandbox Environment or a User Testing Environment, or both. Client acknowledges and agrees that it shall use only non-production data in the Sandbox Environment, and that Konica Minolta, Host Vendor and its suppliers shall have no liability, direct or indirect, with respect to any loss or breach of confidential information with respect to data used or ingested into the Sandbox Environment or a User Testing Environment. Client's sole recourse in the event of any dissatisfaction with the Sandbox Environment or a User Testing Environment is to stop using the Sandbox Environment or a User Testing Environment, as Konica Minolta, Host Vendor and its suppliers make no representations that the Sandbox Environment or a User Testing Environment, or the Software or Third Party Software provided therein will perform or conform to any Documentation or statement, either written or verbal. KONICA MINOLTA, HOST VENDOR AND ITS SUPPLIERS MAKE NO WARRANTIES WITH RESPECT TO THE SANDBOX ENVIRONMENT, USER TESTING ENVIRONMENT OR THE SOFTWARE OR THIRD PARTY SOFTWARE PROVIDED THEREIN AND THEY ARE PROVIDED "AS IS". Konica Minolta reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Sandbox Environment and User Testing Environment. Client shall not make or use any additional copies of the Software or Third Party Software.

5.4 Client agrees: (a) not to remove any Konica Minolta or Host Vendor notices in the Software or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software; (b) not to sell, transfer, rent, lease or sub-license the Software or Third Party Software or documentation to any third party; (c) not to alter or modify the Software or Third Party Software; and (d) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Third Party Software, or prepare derivative works therefrom.

5.5 Client acknowledges that, depending on the Software or Third Party Software licensed, the Software or Third Party Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software, Third Party Software or related documentation) may grant you additional rights to such open source software.

5.6 Upon reasonable notice to Client, and upon a schedule that is mutually agreed upon by the Parties, Konica Minolta shall be permitted access to Client's Software system and to audit Client's use of the Software in order to determine Client's compliance with the licensing terms this Hosting SOW. Client shall reasonably cooperate with Konica Minolta with respect to its performance of such audit. Client acknowledges and agrees that Client is prohibited from publishing the results of any benchmark test using the Software to any third party without Konica Minolta's prior written approval, and that Client has not relied on the future availability of any programs or services in entering into this Hosting SOW.

6. Ownership of Hosted Solution Components.

Host Vendor and its suppliers own the Software, Third Party Software, any and all computer hardware and telecommunications or other equipment and computer software, including the Host Web Site and the Network, and including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the components of the Hosted Solution. The Software, Third Party Software and other software components of the Hosted Solution are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Third Party Software, Host Web Site, Network or other hardware or software components of the Hosted Solution are transferred to Client. Client agrees that nothing in this Hosting SOW or associated documents gives it any right, title or interest in or to any of the foregoing, except for the limited express rights granted in this Hosting SOW. THIS HOSTING SOW IS NOT A WORK FOR HIRE AGREEMENT. At no time will Client file or obtain any lien or security interest in or on any components of the Hosted Solution.

7. Responsibilities and Obligations of Client.

7.1 In connection with the relationship established between Client and Konica Minolta under this Hosting SOW:

(a) except as otherwise expressly permitted under the terms of this Hosting SOW, Client will not permit or authorize any person, legal entity, or other third party to use the Hosted Solution;

(b) Client will comply with Host Vendor's Acceptable Use Policy, as in effect from time to time, a current copy of which is attached hereto as Attachment 3;

(c) Client is responsible for all its users use and all access through Client and its users of the Hosted Solution and compliance with this Hosting SOW;

(d) Client has sole responsibility for the accuracy, quality, content and legality of all Client Data;

(e) Client shall prohibit unauthorized access to, or use of, the Hosted Solution and shall notify Konica Minolta promptly of any such unauthorized access or use;

(f) Client understands and agrees: (i) its use of the Hosted Solution and compliance with any terms and conditions under this Hosting SOW does not constitute compliance with any law and (ii) Client has an independent duty to comply with any and all laws applicable to it.

(g) Client designates the initial Client Security Administrator as Ariel Gill. "Client Security Administrators" (also referred to as "CSA" or "CSAs") are individuals designated by Client who are authorized to submit Hosted Solution configuration change requests, speak authoritatively on behalf of Client's Hosted Solutions and shall receive and provide, as applicable, all notifications related to maintenance, security, service failures and the like. If Client fails to designate the initial CSA, Konica Minolta may at its option, designate the initial CSA as the individual who executed the Hosting SOW on behalf of Client; and

(h) Client may give any of its users the rights to act as a system administrator, through the configuration tools included in the Software for the Hosted Solution. Konica Minolta and Host Vendor have no responsibility or obligations in connection with Client's internal management or administration of Client's Hosted Solution.

7.2 Regardless of any disclosure made by Client to Konica Minolta of an ultimate destination of any components of the Hosted Solution or related documentation, Client agrees not to export either directly or indirectly any of the foregoing without first obtaining a license from the United States Government to export or re-export such components or related documentation, as may be required, and to comply with United States Government export regulations, as applicable. Client agrees that it will not export or re-export any components of the Hosted Solution or related documentation to a country that is subject to a U.S. embargo (such embargoed countries include, but are not limited to, Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan and Syria) under the U.S. Department of Commerce Export Administration Regulations and U.S. Department of State International Traffic in Arms Regulations. Client will not export or re-export any components of the Hosted Solution (or any related documentation) to any prohibited person or entity in violation of U.S. export laws as described above (for more information visit: <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). Client shall not use the Hosted Solution (or any related documentation) for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

7.3 The Hosted Solution is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Hosted Solution is not designed or intended for use in any situation where failure or fault of any kind of the Hosted Solution could lead to death or serious bodily injury to

any person, or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the Hosted Solution in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles or weaponry systems. High Risk Use does not include utilization of the Hosted Solution for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client agrees not to use, distribute or sublicense the use of the Hosted Solution in, or in connection with, any High Risk Use." Client agrees to indemnify and hold harmless Konica Minolta and Host Vendor from any third party claim arising out of Client's use of the Hosted Solution in connection with any High Risk Use.

7.4 Client is responsible for obtaining and maintaining all software, hardware (including without limitation network systems), telephonic or other communications circuits, and Internet Service Provider relationships that are necessary or appropriate for Client to properly access and use the Hosted Solution. Konica Minolta and Host Vendor shall have no responsibility or liability under this Hosting SOW for any unavailability or failure of, or nonconformity or defect in, the Hosted Solution that is caused by or related in any manner to any failure of Client to obtain and maintain all such software, hardware, equipment and relationships.

8. Grant of Rights and Prohibited Acts.

8.1 Subject to compliance by Client with the terms, conditions and restrictions of this Hosting SOW and payment of all applicable fees due hereunder, Konica Minolta grants to Client a revocable, non-exclusive, non-assignable, limited license to use the Software and Third Party Software, in machine-readable object code form only, for the term of this Hosting SOW, solely for use by: (a) Client and its users internally, and only for capturing, storing, processing and accessing Client's own data; and (b) by a third party contractor retained by Client as a provider of services to Client ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing Client's own data in fulfillment of the Contractor's contractual obligations as a service provider to Client and only if such Contractor and Host Vendor have executed an agreement in a form available for download at Host Vendor's Community website. The Software and Third Party Software is for use by a single organization and may not be used for processing of third party data as a service bureau, application service provider or otherwise. Client shall not make any use of the Software or Third Party Software in any manner not expressly permitted by this Hosting SOW. Client acknowledges that it may only access Client Data via the Hosted Solution and shall only access the Hosted Solution in a manner consistent with this Hosting SOW and the Documentation. Client further acknowledges that all components of the Hosted Solution made available, including any components downloaded or installed locally on Client's or its users' systems, are solely for use with the Hosted Solution and are not intended to be used on a stand-alone basis.

8.2 Client acknowledges that the licenses granted herein are limited to the right of concurrent access to the Client Data via telecommunications equipment by web browser or Software application to the Host Web Site. Client acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software controls such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the "Volume Level"). Client may choose to purchase a higher volume level at any time. Client may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of clients directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. Client is prohibited from using any software other than the Software client modules or licensed API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Konica Minolta has given its prior written consent to Client's use of such other software and the applicable Subscription Fees and Hosting Fees have been adjusted to reflect such additional Software and Client pays such additional Subscription Fees and Hosting Fees with respect to such access to the Software or data stored in the Software database in accordance with the Host Vendor's licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.

8.3 Client shall be entitled to use one (1) production copy of the Software and Third Party Software. Further, Client may purchase limited access to a User Testing Environment or User Testing Lite Environment, or both. KONICA MINOLTA, HOST VENDOR AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USER TESTING ENVIRONMENT OR USER TESTING LITE ENVIRONMENT OR THE SOFTWARE OR THIRD PARTY SOFTWARE PROVIDED THEREIN AND THEY ARE PROVIDED "AS IS". Notwithstanding the foregoing the security measures described in the Process Manual section entitled "Security" are also applied to the User Testing Environment and User Testing Lite Environment. Konica Minolta and Host Vendor reserve the right to further define the permitted use(s) and/or restrict the use(s) of the User Testing Environment and User Testing Lite Environment. If, at any time, Client is not satisfied with the User Testing Environment or User Testing Lite Environment, Client's sole and exclusive remedy shall be to stop using the User Testing Environment or User Testing Lite Environment. Client shall not make or use any additional copies of the Software or Third Party Software.

8.4 Client agrees: (a) not to remove any notices in the Software or any copyright, trademark or other proprietary rights notices that appear on the Third Party Software or that appear during use of the Third Party Software; (b) not to sell, transfer, rent, lease or sub-license the Software or Third Party Software or documentation to any third party; (c) not to alter or modify the Software or Third Party Software; and (d) not to reverse engineer, disassemble, decompile or attempt to

derive source code from the Software or Third Party Software, or prepare derivative works therefrom.

8.5 The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, Client acknowledges that, depending on the Software or Third Party Software licensed, the Software or Third Party Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software, Third Party Software or related documentation) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to Client or Client's user in the software, and this Hosting SOW will not govern such use.

8.6 The Hosted Solution may contain functionality which allows Client to: (a) access, link or integrate the Hosted Solution with Client's applications or applications or services provided by third parties and (b) access third party websites and content. Konica Minolta and Host Vendor have no responsibility for such applications or services, websites or content and shall have no responsibility for any disclosure, modification or deletion of Client Data resulting from any such access or use by such applications or services. Any activities engaged in by Client or any of its users with such third parties using the Hosted Solution is solely between Client and such third party and Konica Minolta and Host Vendor have no liability, obligation or responsibility for any such activities. Konica Minolta and Host Vendor do not endorse any third party web sites, applications or services that may be linked or integrated through the Hosted Solution. Konica Minolta and Host Vendor are not responsible for any third party content, products or materials purchased, accessed or used by Client or its users using the Hosted Solution.

8.7 Upon reasonable notice to Client, and upon a schedule that is mutually agreed upon by the Parties, Konica Minolta shall be permitted access to the Hosted Solution and to audit Client's use of the Software and Third Party Software in order to determine Client's compliance with the licensing terms this Hosting SOW. Client shall reasonably cooperate with Konica Minolta with respect to its performance of such audit. Client acknowledges and agrees that Client is prohibited from publishing the results of any benchmark test using the Software to any third party without Konica Minolta's prior written approval, and that Client has not relied on the future availability of any programs or services in entering into this Hosting SOW.

9. Term; Termination Obligations.

9.1 Term. Subject to the early termination provisions of this Hosting SOW, the initial term of this Hosting SOW will commence on the Effective Date and will expire three (3) years from the

Effective Date (the “Initial Term”); and such term will automatically renew thereafter for successive terms of one (1) year each, unless and until either Party provides at least thirty (30) days advance written notice of non-renewal prior to the expiration of the then-current term. In no event shall the term extend beyond 10 years.

9.2 Early Termination.

(a) Termination for Cause. Each Party will be entitled to give written notice to the other Party of any material breach by such other Party or other material failure by such other Party to comply with any term or condition of this Hosting SOW, specifying the nature of such breach or non-compliance and requiring such other Party to cure the breach or non-compliance. If such other Party has not cured or commenced the necessary action to cure the breach or non-compliance within thirty (30) calendar days after receipt of such written notice, this Hosting SOW will automatically and immediately terminate as of the close of business, 5:00 p.m., US Eastern Time, on such 30th day.

(b) Termination of Host Vendor. Konica Minolta and Client agree that this Hosting SOW, and the rights of use of the Hosted Solution by Client hereunder, shall automatically terminate in the event that Konica Minolta’s rights with Host Vendor to provide the Hosted Solution should terminate for any reason.

(c) Violation of Laws. If, in the reasonable opinion of Client or Konica Minolta, the compliance by either Party with the terms of this Hosting SOW will be in violation of any law or regulation implemented or modified after the Effective Date of this Hosting SOW, Client or Konica Minolta, as the case may be, may terminate this Hosting SOW upon thirty (30) days written notice to the other Party.

9.3 Certain Effects of Termination.

(a) Payments. In the case of any termination or non-renewal of this Hosting SOW, Client will remain obligated to pay to Konica Minolta all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this Hosting SOW. All such payments will be made in accordance with the payment terms of this Hosting SOW, which terms will survive any such termination or non-renewal for these purposes.

(b) Cessation of Use. Immediately upon any termination or expiration of this Hosting SOW, Client shall cease any and all uses of the Hosted Solution.

(c) Survival of Obligations. The provisions of this Hosting SOW that by their nature or express terms extend beyond the termination or non-renewal of this Hosting SOW will survive and remain in effect until all obligations thereunder are satisfied. All disclaimers of warranties and

limitations of liability set forth in this Hosting SOW will survive any termination or non-renewal of this Hosting SOW.

10. Limited Warranty; Warranty Disclaimer.

10.1 For a period of thirty (30) days from and after the Hosted Solution Deployment Date, Konica Minolta warrants to Client that the Software included in the Hosted Solution, when properly used, will operate substantially in accordance with the Documentation. Client's sole and exclusive remedy for a non-conformity of the Hosted Solution to this express limited warranty shall be as follows: provided that, within the thirty (30) day period, Client notifies Konica Minolta in writing of the non-conformity, Konica Minolta will either: (a) correct the non-conformity, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Konica Minolta determines that correction of the non-conformity is not commercially practicable, then terminate this Hosting SOW, in which event Konica Minolta will refund to Client all Initial Setup Fees, Subscription Fees, Hosting Fees, Consumption Fees and other fees and charges actually paid by Client to Konica Minolta under this Hosting SOW prior to the time of such termination. The terms of this limited warranty shall not apply to, and Konica Minolta shall have no liability for any non-conformity related to, the Hosted Solution if (i) any component of the Hosted Solution has been modified, misused or abused by Client or a third party; or (ii) any such non-conformity arises from or is related to problems within or impacting Client's computing environment, including any Client third party software applications, hardware, network or internet connectivity. Konica Minolta does not warrant that the Hosted Solution will meet Client's requirements or that the operation of the Hosted Solution will be uninterrupted or error free.

10.2 Client represents and warrants to Konica Minolta that: (a) Client is the legal custodian of the Client Data and it has the right and authority to use the Hosted Solution in connection with all Client Data and other materials hereunder; (b) Client will use reasonable efforts to ensure that any Client Data submitted to Konica Minolta via electronic media will be free of viruses; and (c) anyone submitting Client Data to Konica Minolta for use in connection with the Hosted Solution has the legal authority to do so, either through ownership of the Client Data or by obtaining appropriate authorizations therefor, and that submission of Client Data does not violate any contracts, agreements, or any applicable law. Client is responsible for all Client Data that is submitted to Konica Minolta for use in connection with the Hosted Solution.

10.3 EXCEPT FOR THE WARRANTIES PROVIDED BY A PARTY AS EXPRESSLY SET FORTH IN THIS SECTION, EACH PARTY (AND, IN THE CASE OF KONICA MINOLTA, ITS SUPPLIERS, INCLUDING HOST VENDOR) MAKE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND UNDER THIS HOSTING SOW OR OTHERWISE WITH RESPECT TO THE HOSTED SOLUTION (INCLUDING ANY HARDWARE OR SOFTWARE) OR ANY HOSTING SERVICES PROVIDED OR MADE AVAILABLE FOR USE BY CLIENT UNDER THIS HOSTING SOW; AND EACH PARTY (AND, IN THE CASE OF KONICA MINOLTA, ITS SUPPLIERS, INCLUDING HOST VENDOR) DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE, WARRANTIES AGAINST INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION GIVEN BY KONICA MINOLTA, ITS AGENTS OR EMPLOYEES SHALL CREATE ANY ADDITIONAL WARRANTY.

11. Intentionally omitted.

12. Miscellaneous Provisions.

12.1 Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the Parties hereto, any rights or remedies by reason of this Hosting SOW; provided, however, that Host Vendor and suppliers of the Third Party Software or software products bundled with the Software are third party beneficiaries to this Hosting SOW as it applies to their respective services or software products.

12.2 U.S. Government End Users. The terms and conditions of this Hosting SOW shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Hosting SOW and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return the Software to Host Vendor. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or Documentation by the Government is subject solely to the terms of this Hosting SOW, as stated in DFARS 227.7202, and the terms of this Hosting SOW shall supersede any conflicting contractual term or conditions.

AGREED AND ACCEPTED by an authorized representative of each Party.

County of San Bernardino

Konica Minolta Business Solutions U.S.A., Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

Purchase Table

INITIAL COMPONENTS OF HOSTED SOLUTION	INITIAL FEES
<p>Initial Software licensed: _____ _____ _____</p> <p>Initial Service Class Package: _____</p> <p>Initial data storage allocation: _____ gigabytes</p> <p>Initial data center location: _____</p>	<p>Subscription Fees: \$/month</p> <p>Hosting Fees: \$/month</p>
<p>Initial Hosted Solution setup and activation</p>	<p>Initial Setup Fees: \$</p>

Attachment 1

Process Manual

[Hyland Cloud Customer Process Manual](#)

Attachment 2

Service Class Manual

Attachment 3

Acceptable Use Policy

I. Introduction:

This Acceptable Use Policy (“AUP”) applies to all persons and entities (collectively, “Users”) who use the services and software products provided by Hyland Software, Inc. (“Hyland”) in connection with Hyland’s hosting of one or more hosted solutions (collectively referred to herein as “Hosted Solutions”). This AUP is designed to protect the security, integrity, reliability and privacy of Hyland’s network and the Hosted Solutions Hyland hosts for its hosting Clients.

User’s use of the Hosted Solution constitutes User’s acceptance of the terms and conditions of this AUP in effect at the time of such use. Hyland reserves the right to modify this policy at any time effective immediately upon Hyland’s posting of the modification or revised AUP on Hyland’s website: <https://www.hyland.com/community>.

II. User Obligations:

A. User is responsible for any misuse of a Hosted Solution. Therefore, User must take all reasonable precautions to protect access and use of any Hosted Solution that it uses.

B. User shall not use a Hosted Solution in any manner in violation of applicable law including, but not limited to, by:

(i) Infringing or misappropriating intellectual property rights, including copyrights, trademarks, service marks, software, patents and trade secrets;

(ii) Engaging in the promotion, sale, production, fulfillment or delivery of illegal drugs, illegal gambling, obscene materials or other products and services prohibited by law. Similarly, soliciting illegal activities is prohibited even if such activities are not actually performed;

(iii) Displaying, transmitting, storing or making available child pornography materials;

(iv) Transmitting, distributing or storing any material that is unlawful, including encryption software in violation of U.S. export control laws, or that presents a material risk of civil liability to Hyland;

(v) Displaying, transmitting, storing or publishing information that constitutes libel, slander, defamation, harassment, obscenity or otherwise violates the privacy or personal rights of any person;

(vi) Displaying or transmitting obscene, threatening, abusive or harassing messages;
or

(vii) Promoting, offering or implementing fraudulent financial schemes including pyramids, illegitimate funds transfers and charges to credit cards.

C. User shall not use a Hosted Solution to engage in any of the following:

(i) Interfering with, gaining unauthorized access to or otherwise violating the security of Hyland's or another party's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing, including, but not limited to, use in the development, distribution or execution of Internet viruses, worms, denial of service attacks, network flooding or other malicious activities intended to disrupt computer services or destroy data;

(ii) Interfering with Hyland's network or the use and enjoyment of Hosted Solutions received by other authorized Users;

(iii) Promoting or distributing software, services or address lists that have the purpose of facilitating spam;

(iv) Providing false or misleading information in message headers or other content, using non-existent domain names or deceptive addressing, or hiding or obscuring information identifying a message's point of origin or transmission path;

(v) Violating personal privacy rights, except as permitted by law;

(vi) Sending and collecting responses to spam, unsolicited electronic messages or chain mail; and

(vii) Engaging in any activities that Hyland believes, in its sole discretion, might be harmful to Hyland's operations, public image or reputation.

III. Enforcement.

If a User violates this AUP, Hyland may, depending on the nature and severity of the violation, suspend the hosting of any Hosted Solution that such User accesses for so long as necessary for steps to be taken that, in Hyland's reasonable judgment, will prevent the violation from continuing or reoccurring.

IV. Notice.

Unless prohibited by law, Hyland shall provide User with written notice via e-mail or otherwise of a violation of this AUP so that such violation may be corrected without impact on the hosting of Hosted Solutions; Hyland shall also provide User with a deadline for User to come into compliance with this AUP. Hyland reserves the right, however, to act immediately and without notice to suspend the hosting of Hosted Solutions in response to a court order or government notice that certain conduct of User must be stopped or when Hyland reasonably determines: (a) that it may be exposed to sanction, civil liability or prosecution; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of Hyland's network or networks with which Hyland is interconnected or interfere with another of Hyland's Client's use of Hyland services or software products; or (c) that such violation otherwise presents imminent risk of harm to Hyland or other of Hyland's Clients or their respective employees. In other situations, Hyland will use commercially reasonable efforts to provide User with at least seven (7) calendar days' notice before suspending the hosting of Hosted Solutions. User is responsible for all charges or fees due to Hyland up to the point of suspension by Hyland, pursuant to the agreement in place between User and Hyland related to such Hosted Solutions.

V. Disclaimer.

Hyland disclaims any responsibility for damages sustained by User as a result of Hyland's response to User's violation of this AUP. User is solely responsible for the content and messages transmitted or made available by User using a Hosted Solution. By using a Hosted Solution, User acknowledges that Hyland has no obligation to monitor any activities or content for violations of applicable law or this AUP, but it reserves the right to do so. Hyland disclaims any responsibility for inappropriate use of a Hosted Solution by User and any liability for any other third party's violation of this AUP or applicable law.

VI. Indemnification.

User is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

VII. Waiver.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

VIII. Questions.

If you are unsure of whether any contemplated use or action is permitted, please contact Hyland at 440-788-5000.