



County of Solano

Contract Review Worksheet

DocuSign only

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute

☐ CAO Execute

☒ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: CAO		2. Date: 9/19/24	
3. Contract Administrator: Megan Richards		4. Phone Ext: 6122	
5. Contract Attributes:	<input type="checkbox"/> Original Bid/RFP Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue	Sole Source Contract? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Bid/RFP No: 915-0203-24		
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Personal/Professional Svcs <input type="checkbox"/> Purchase of Goods <input type="checkbox"/> Lease <input type="checkbox"/> Construction <input type="checkbox"/> Other	Date: 9/19/24 Please attach copy of Bid/RFP or justification.		
6. Description of Contract: Professional Services launch and support of Solano County website redesign		7. Name of Contractor: Interpersonal Frequency	
8. EIN 90-1035451 SSN 915-0203-24		9. Is Contractor a California Public Pension Plan Retiree? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
10. If yes: Name of Public Pension Plan: 915-0203-24		Date of Retirement: 9/19/24	
Does Contractor have a personal relationship in a direct line of supervision in your Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
11. If yes, please describe relationship: 915-0203-24			
Does Contractor have a personal relationship with someone in another Department? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
If yes, please provide Department and describe relationship: 915-0203-24			
12. Has County contracted with Contractor previously during this fiscal year? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
Please list County department if other than the department listed on number 1 above. 915-0203-24			
13. Effective Date: Original Contract: 10/1/24 This amendment: 9/19/24		14. Termination Date: 6/30/28 By this amendment: 9/19/24	
15. Contract Budget: Original Contract Amount: \$ 946,545 Total of Previous Amendments: \$ 946,545 Current Amendment: \$ 946,545 Total Amount of Contract \$ 946,545		16. Payment Terms: <input type="checkbox"/> Prepaid <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Progress <input type="checkbox"/> Other <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Actual <input type="checkbox"/> Estimate	
17. Source of Funds: <input type="checkbox"/> Fed/State Grant <input type="checkbox"/> Fed/State Funding <input checked="" type="checkbox"/> County Specify: 915-0203-24 _ Fed Catalog No: State Legislation: <input type="checkbox"/> AB <input type="checkbox"/> SB 915-0203-24		18. Fund: 915-0203-24 Budget Unit: 1927 Sub-object: 2250	
19. Current Appropriation Sufficient? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		20. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 10/1/24	
21. Remarks			
22. Signature Route:			
Megan Richards Department Contract Administrator		Email merichards@solanocounty.com	
Contractor Signatory Name (Informational only) Email		Harish R Rao harish@ifsight.com	
Department Head or Designee		Email 915-0203-24	
M. Callaway County Counsel Reviewer		Email mjcallaway@solanocounty.com	
Megan Callaway		HR Analyst (for Contract Employees) or Risk Management (for insurance changes) Megan Richards CAO Analyst Email merichards@solanocounty.com	
Megan Richards		Email wfemlen@solanocounty.com	
Bill Emlen		Authorizing Signature (CAO/DH)	



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

CAO-02-IF

BUDGET ACCOUNT:

1927

SUBJECT ACCOUNT:

2250

1. This Contract is entered into between the County of Solano and the Contractor named below:

Interpersonal Frequency

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

October 1, 2024-June 30, 2028

3. The maximum amount of this Contract is:

\$ 946,545

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:



Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on October 1, 2024.

CONTRACTOR	COUNTY OF SOLANO
Interpersonal Frequency CONTRACTOR'S NAME	 William Emilen (Oct 2, 2024 08:13 PDT) AUTHORIZED SIGNATURE
 SIGNATURE	County Administrator TITLE
Harish Rao, CEO PRINTED NAME AND TITLE	675 Texas St ADDRESS
6830 Elm St, Suite 101 ADDRESS	Fairfield CA 94533 CITY STATE ZIP CODE
McLean CA 22101 CITY STATE ZIP CODE	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE Approved as to Form: M. Callaway COUNTY COUNSEL

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A

SCOPE OF WORK

1. Contractor shall perform those services specified here.

Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

The Scope of Services includes the following documents:

- a. Contractor's Statement of Work for Develop and Launch attached as Exhibit A-1.
- b. Contractor's Statement of Work for on-going Hosting and Support attached as Exhibit A-2.



interpersonal
frequency

Statement of Work

Development and Launch

For Solano County, CA



Statement of Work

This Statement of Work (“SOW”) is entered into effective as of October 1, 2024 (the “SOW Effective Date”) between Interpersonal Frequency, LLC, a Virginia limited liability company (“Interpersonal Frequency” or “I.F.”), with its mailing address at P.O. Box 51 McLean Virginia 22101 and Solano County, California, having its principal office at 675 Texas Street, Fairfield California 94533 (“Client”). This SOW is entered pursuant to the Master Service Agreement dated October 1, 2024 (the “MSA”) which is hereby incorporated by reference into this SOW. Any capitalized terms set forth in this SOW that are not defined herein shall have the meaning set forth in the MSA.

This Statement of Work is effective as of the SOW Effective Date and shall remain in effect until October 1, 2025 unless terminated sooner, or extended, in accordance with the terms set forth in the MSA.

This SOW is organized into includes the following sections:

A. Services. I.F.’s Services (as defined below) are described in Section A below.

The Services determine the scope of this SOW. The Services have two key parts. First, is I.F.’s detailed process for the creative collaboration among Client stakeholders and the I.F. team for the success of the Client Website. I.F. refers to this as its CitizenForward™ process. This process has been customized for Client as further set forth in Section A. Second, are the specific features that I.F. and Client have determined to implement for the Client Website. These are referred to as the Included Features and are set forth in the Features Table in Section A. The Features Table also sets forth the Features that will not be included in the Client Website.

B. Milestones, Hours, Fees, Milestones and Payment. Based on the scope of the Services in Section A, I.F. has determined the estimated total hours of work, the key milestones and the anticipated total fees for the Services. These are set forth in Section B. To help protect Client, Client is entitled to the CitizenForward™

Cushion which means an additional ten percent of such hours at no additional charge. The hours, fees and milestones are further described in Section B.

C. Client Responsibilities. The success of this project, and the hours, fees and milestones, depend on the Client’s timely performance and its responsibilities. These are set forth in Section C.

D. Assumptions. Our proposed pricing and inclusions are based on the assumptions listed in Section D.

E. Exclusions. As noted, the scope of the Services is set forth in Section A. For clarity, and to help ensure alignment, a number of matters not included in the Services are expressly set forth in Section E.

F. Changes. Finally, the changes to this SOW are addressed in Section F.

Section A. Services







This SOW (together with the MSA) sets forth and governs the terms and conditions of the services that will be provided by Pursuant to this SOW, Interpersonal Frequency will to Client (the “Services”): developing, testing and implementing a new website for Client to replace Client’s current website [located at <https://www.solanocounty.com>] (the “Client Website”) (the “Services”). The scope and terms and conditions of the Services shall be governed by the SOW and the MSA. As noted above, the Services include the Included Features set forth in the Features Table below. The Features Table also sets forth features that are not included in the Client Website. In addition, the Services also include I.F.’s CitizenForward™ process. The CitizenForward™ process entails the following two steps as described in greater detail, and customized for Client, further below:




- Develop
- Launch


A.1 Develop

Task	Description	Included ✓ or Not Included ☐
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A.1.1 CitizenForward™ Content Management System		
Configuration of CitizenForward® CMS	Configuration determined using the agreed upon feature set below.	✓
Pre-production Hosting	Set-up of CitizenForward™ on I.F.'s Fulcrum Cloud Hosting platform.	✓
CitizenForward™ Editor User Interface	This interface is tailored to meet the needs of municipal and government Content Editors and Site Administrators. It includes pre-configured options for content approval workflows and User Roles, and is designed to simplify the process of managing and updating a government website. It's designed to be user-friendly and easy to navigate.	✓
CitizenForward™ User Roles	<p>This is standard and included. A User Role in CitizenForward™ refers to a set of permissions, responsibilities, and access rights that are assigned to an individual or group of users within a system or application. These roles are standardized and pre-configured to meet the needs of our customers. They are used to determine what actions a user can perform and what features they can use within the software. We configure five (5) user roles for you:</p> <ol style="list-style-type: none"> 1. Anonymous role, which allows non-logged in users to navigate the site. 2. Authenticated role, which allows users to go from Anonymous to logged-in. 3. Content Editor role, which allows Authenticated users to make changes to the site but not publish content. 4. Content Publisher role, which allows Authenticated users to publish content as well as make changes. 5. Administrator role, which would have access to additional features and functions of the software. 	✓

	Customized User Roles. Customize and enable User Roles for the purpose of custom permissions. This is an option and allows us to adapt the User Roles described above. Custom workflows may be required if this option is selected.	
	Customized Workflows This item allows for the further configuration of the pre-existing 5 CitizenForward® user roles and permissions and content moderation states, based on Solano's request for workflows that are specific to a given division, department, and/or content type. It also allows for the ability to assign (and unassign) content to specific users and trigger a notification to that user. This package includes the development of up to 5 workflows.	
	Access Control Access Control allows for the further restriction of the pre-existing 5 CitizenForward® user roles and permissions, based on department (or similar) assignment to content. Up to 10 departments (or similar) included. More can be added ad hoc.	
User Authentication Method	Internal User Authentication. This feature is standard and included. It refers to the software verifying user log-on credentials against the email and password in a database of authorized users in the software.	
	Multi Factor Authentication (MFA): Provides an additional level of security. Requires a user at log-on to provide both a password and a unique time based code sent via email or generated in a free app (e.g., Authy, Google Authenticator, Microsoft Authenticator) on an authorized user's mobile device.	
	External User Authentication: A method of verifying a user's identity by using a client-provided third-party service or system, rather than the built-in authentication system	

	<p>provided by CitizenForward™, such as Single-Sign-On (SSO).</p> <ul style="list-style-type: none"> • Supports common IAM providers, including Microsoft Active Directory, Azure (cloud-based) Active Directory, OKTA, or LDAP. • By selecting this option, you agree for us to configure authentication using the following IAM provided by you: Microsoft Entra ID and Mini Orange. <p>An annual fee applies.</p>	
External User Registration	<p>External user registration refers to the process by which non-client users, such as members of the public, can create their own user accounts and register for access to certain areas or features of a website or application. This external user registration process utilizes standard authentication methods such as email and password, and may require additional verification steps such as email confirmation.</p>	
Login-protected Site Section	<p>The ability to provide certain pages or sections of the site that are available only to registered users of the site.</p>	 <p>Not in scope for this phase. Requires custom technical scoping post-launch to determine functionality and price.</p>
First-Time User Content Personalization	<p>The ability to present first-time visitors with customized and/or additional content to support a successful experience on the site. Requires custom technical scoping to determine functionality.</p>	 <p>Not in scope for this phase. Requires custom technical</p>




		scoping post-launch to determine functionality and price.
Cross-platform Publishing within CitizenForward®	This option is to publish content across the core website CMS, social media, microsites, applications and other County owned websites through direct CMS/platform access. Requires custom technical scoping to determine functionality.	 Not in scope for this phase. Requires custom technical scoping post-launch to determine functionality and price.
Content Templates	<p>Refers to a pre-designed layout that can be used to create multiple pages with a consistent look and feel. Includes seven (7) templates that can be used to create different types of pages:</p> <ul style="list-style-type: none"> • Basic page • Landing page • Department • Article • Event • Location • Person 	✓
Content Scheduling Workflow and Moderation	Refers to the process of managing and controlling the creation, editing, and publishing of content on a website. The workflow includes several content stages: draft, ready for review, published and archived. Permissions for this workflow will be based on the User Roles, as described above. This is a standard configuration. Custom workflows and users are not included.	✓
Alerts and Messaging	These alerts are configured to appear at the top of all webpages. Our alert system supports three different levels of alerts:	✓

	<ul style="list-style-type: none"> • Emergency: High-priority alerts that require immediate attention, such as severe weather warnings or public safety threats. • Non-Emergency: Important alerts that require attention but are not critical, such as road closures or planned service outages. • Informational: Low-priority alerts that provide information to the public, such as upcoming events or service disruptions. <p>Our alert system allows you to display up to two alerts at a time, and all alerts are visually consistent with your website's design system style guide parameters. These alerts can be scheduled. Text within these alerts will be limited to 128 characters and hyperlinks will be allowed. Limited to fixed iconography.</p>	
	<p>Dismissable Alert is a type of informational alert that can be closed or dismissed by the user. It will continue to appear on the website until it is manually dismissed by the user or until it expires based on a predetermined expiration date or time set by the administrator. This feature allows website users to acknowledge receipt of the alert and prevents the alert from blocking access to other parts of the website.</p>	✓
	<p>Department Specific Alert. A department-specific alert is an emergency alert that appears on only the pages of a designated department or sub-group within the organization. This type of alert allows individual departments or groups to communicate key updates or other important information across their section of the site only. All visitors to the department or group's webpages will see the alert. Requires use of CitizenForward® user roles and permissions.</p>	✓
Text Editor	<p>A WYSIWYG (What You See Is What You Get) text editor is an interface that allows users to create and edit content on a website in a format that closely resembles the final appearance of the</p>	✓


	content, similar to a basic word processor. This type of editor allows users to easily format text, insert images and videos, and embed rich media from the CitizenForward™ Media Library, all without needing to know HTML, CSS, or other coding languages. Our editor also includes unique easy-to-use tools like columns and text wrapping around images.	
Icon Library	Included Core Icons. An icon library is a collection of pre-designed, reusable icons that are used to enhance the visual design of a website. Core Icons in our Visual Design System includes a library of icons that are preconfigured to be used throughout the site to help maintain consistency and cohesiveness in the visual design.	✓
	Custom Iconography. Custom Iconography refers to the creation of unique, custom-designed icons that are specific to an organization or brand. These icons are created to align with the visual style and guidelines established in the organization's Visual Design System Style Guide, and can be used to supplement or replace pre-existing icons in the icon library. Custom Iconography is available as an add-on service, with a limit of 25 custom icons included.	⊘
Embedding Content	Embedding is a way to add videos, pictures or other information from other websites or sources directly onto your own website. This makes it easier for people visiting your website to see the information and improves their experience. Our platform makes it simple to do this by allowing you to add approved information without having to copy and paste it yourself. Approved content embed may include ArcGIS assets, and other media items.	✓
Forms and Data Collection	Webforms. This refers to web-based tools that allow website users to input and submit information to a website or application. In CitizenForward™, we use Jotform (or equivalent),	✓

	<p>to create forms that can be embedded in web pages and used for various purposes such as surveys, contact forms, and service requests. These forms come with CAPTCHA enabled, which is a security measure that helps to prevent automated bots from submitting fake or spam data.</p> <p>This includes integration with Jotform (or equivalent) to enable the creation and use of webforms on the website. Includes up to 100 forms, 10,000 submissions, 1,000 monthly signed documents. Annual fee applies.</p>	
	<p>Anonymous File Upload. This refers to the ability for users to upload files to a form or survey without providing their personal information or logging in. This feature allows users to submit files, such as documents or images, as part of their form submission without having to provide their personal information. Anonymous file uploads are enabled using Jotform or an equivalent service and include a limit of 1GB total for all files uploaded, with a recommended number of file uploads of 25 per entry. This feature is useful for collecting information from users without requiring them to create an account or provide personal information.</p>	✓
Municipal Scorecard	<p>A dashboard within the CitizenForward® CMS that includes near-real-time information about your site's traffic, Voice of Citizen® survey responses, and potential action items. This data is specifically curated to help you understand how your website is performing and take steps to improve your users' experience. Data refreshes daily (at a minimum). An annual fee applies.</p>	✓
A.1.2 Event Management		
Basic Events	<p>The CitizenForward™ Core Basic Events management feature allows for the creation and management of standalone events, with a start</p>	✓

	and end time that can span multiple days, displayed on the website. These follow Visual Design System Style Guide guidelines, ensuring a cohesive and consistent look and feel. The feature includes the ability to distinguish between different types of events. Additionally, the feature includes a Calendar view, which makes it easy to view upcoming events.	
Enhanced Events	The Event Duplication Feature in CitizenForward™ allows users to easily create multiple copies of an existing event, resulting in new, editable versions. This function streamlines the process of creating recurring events or events with similar information, eliminating the need to manually input data multiple times. Additionally, users have the flexibility to make changes to specific event information across multiple duplicated events simultaneously.	✓
	Events registration: The ability for users to register for an event or a series of events through the CitizenForward™ interface. This feature includes the following functionality: <ul style="list-style-type: none"> • Setting a maximum limit on the number of registrants for an event • Option to add a waitlist for events that have reached their maximum capacity • Automated notifications to users on the waitlist when a spot becomes available • The ability to view and manage registered attendees for an event. 	✓
A.1.3 Media and Document Management		
File Storage	The CitizenForward™ Media Library is a customized version of the Drupal Media Library. This is a feature that allows for the storage and organization of various types of media files, such as audio, documents, images, and videos. It includes the following functionality:	✓

	<ul style="list-style-type: none"> • File uploads of the following types: mp3, wav, aac for audio, txt, rtf, doc, docx, ppt, pptx, xls, xlsx, pdf, odf, odg, odp, ods, odt, fodt, fods, fodp, fodg, key, numbers, pages for documents, png, gif, jpg, jpeg for images, YouTube, Vimeo for remote videos. • No direct upload of video files is included. • File size is limited to 50 MB. • Allows for easy retrieval and management of these files for use in various parts of the website, such as events, pages, and blog posts. • The library can be organized and sorted in various ways, such as by file type, date uploaded, or custom tags. 	
	<p>Digital Asset Manager (DAM) integration. This feature supports the integration of a third-party Digital Asset Manager (DAM), such as Canto, with the CitizenForward™ platform. This allows for the easy access and integration of external files, for use by Authenticated users through the WYSIWYG editor. Name of DAM to be integrated:</p> <p>_____</p>	
<p>File Upload</p>	<p>Our Single File Upload feature is standard. It allows users to upload one file at a time to the system. This feature is used to upload documents, images, videos, and other types of files that need to be stored and accessed on the website. The uploaded files can be used in various parts of the website, such as pages, posts, forms, and other components, to enhance the user experience and provide more information to the users.</p>	
	<p>Large File Upload. This feature allows for files larger than 50MB to be uploaded to the Media Library. This feature can be added on top of the standard Media Library, which has a 50MB file size limit. With this feature, you will be able to upload large files (up to 1GB file size) such as</p>	

	high-resolution images and engineering files needed for construction services/permits.	
	Bulk File Toolkit An improved experience for managing files that allows users to upload and edit multiple files at once to the system, as well as easier management of document metadata. Includes: <ul style="list-style-type: none"> • Bulk file management module, • Bulk file upload, • Bulk commands for content admins. An annual fee applies.	✓
Advanced Document Finder	Allows users to search for public files, like board meeting agendas, using simple filtering options. Requires Bulk File Upload and Large File Upload features. Note: If this option is selected, we highly recommend Enhanced Search which would allow search within meeting agendas in the following formats: xlsx, docx, pdf.	✓
A.1.4 Mapping & Geo Services		
Mapping Service Support	Mapping Service Support allows for the integration of static map images using Leaflet JS (or a similar technology). This allows for the display of geographic information on your website, such as location markers, boundaries, and other map-based data. Specific map styles can be chosen to match your design system and provide a seamless user experience.	✓
Geocoding	Interactive map creation using geocoding services such as OpenStreetMap or equivalent to save and display location(s) on the website.	⊘
Geolocation	Determining the location of a site visitor by comparing it to a previously saved location using geolocation technology to provide customized content.	⊘

A.1.5 Search		
Standard Search	<p>The search feature in CitizenForward™ uses SOLR (or a similar technology) to provide an efficient and powerful search experience for your website. This feature includes:</p> <ul style="list-style-type: none"> • Search query entry field, which may include either a static open box or a dropdown tray. • The search results page will display pagination, a count of how many results for the searched term, linked titles, and summary text. • Sort options are included, including A-Z and Z-A. • Filter options by content type (e.g., news or events) and department are included. • Other filters or facets are excluded. <p>Additionally, the search can be configured to target specific sections of your website, such as news articles, events, or forms.</p>	
Enhanced Search (Using Elastic SiteSearch or equivalent); replaces Standard Search	Includes Standard Search (features listed above)	✓
	Autocomplete feature: part of Enhanced Search, allows users to quickly find specific content on the website by providing suggestions of search terms while they type, based on what has been indexed or is being typed. This feature is limited to displaying a maximum of 20 suggestions at a time.	✓
	Automated spell checker feature automatically checks for spelling errors in your search queries and suggests correct spellings to improve the accuracy of your search results.	✓
	Additional Enhanced Search features included: Pinning specific results to the top, boosting values by keyword, controlling the	✓

	weights of fields, creating synonym sets, removing results, analytics and insights for what is being searched and the failures.	
	Within-File Search: part of Enhanced search, provides the ability to index and search within file types, such as .doc(x) or .pdf, making it easy to find specific information within these files. This feature replaces the Standard Search and also greatly improves the user's ability to find the information they need.	⊘
	Facets & Filters: Facets and filters are tools used to refine and narrow down search results. <ul style="list-style-type: none"> • Facets allow users to sort and group results by specific categories or attributes. • Filters allow users to exclude certain criteria from the search results. 	✓
A.1.6 Third-party Services		
Language Support & Translation	Default Language: The site will be built with support for English (US) as the default language	✓
	Google Translate: Third-party translation using Google Translate will be available, up to a maximum of 10 languages. Client must provide the necessary license for this service. Languages are displayed in English.	⊘
	Weglot: Translation service provided by Weglot (or equivalent) for up to 10 languages. This service allows for seamless translation of website content, providing a better user experience for multilingual audiences. Includes the display of language selectors in the native language. An annual fee applies.	✓
Siteimprove Integration	Siteimprove provides a tool for monitoring website accessibility, quality assurance like broken link checks, and content performance like readability. We will install Siteimprove Drupal module for a smooth integration with CitizenForward. A	⊘

	separate subscription to Siteimprove is required. Ongoing monitoring by I.F. is available for an ongoing fee.	
Level Access	Level Access provides a tool for monitoring website and document accessibility. We will install Level Access for a smooth integration with CitizenForward. Includes an annual fee.	✓
Third-Party Custom Integrations	Custom Integration refers to the integration of external software or services into the website using APIs or other methods. This allows for the website to interact with and utilize the functionality of the external service. Limited to two (2) integrations. Up to 100 hours for each.	✓
CRM or Email Marketing Integration	Integration with popular CRM and email marketing platforms such as Mailchimp or Constant Contact using contributed Drupal modules. A subscription to the chosen platform will be required and provided by the client.	⊘
E-Commerce & Payment Integrations	Integration of third-party e-commerce platforms or payment gateways such as Shopify, WooCommerce, or Stripe, to enable online sales or payments on the website. A subscription to the selected platform or gateway will be provided by the client.	⊘
Social Media Publication Integration	The ability to integrate with social media publication tools so that select content can be shared or linked via social media and/or trigger internal alerts to review and publish social media content.	⊘
Reporting Integration	An integration with a reporting tool such as Power BI, Crystal Reports, or Tableau. Assumes an existing API.	✓
Webforms Integration	Integration with a third-party webform provider. To be assessed.	⊘

Google Tag Management	Tag management system integration using Google Tag Manager to manage and track website tags and analytics. This includes installing the Google Tag Management code on the site and adding the ID. Configuration is out of scope.	✓
Web App Chatbot	A web-based chatbot that utilizes voice-to-text technology, allowing users to communicate with the chatbot through speech.	✗
A.1.7 SEO & Social Media		
Social Media	Embed videos from popular streaming platforms, such as YouTube or Vimeo, directly onto your website for improved user engagement and social media reach.	✓
	Allow for easy social sharing of content to popular social networks like Twitter, Facebook, and more. Limited to specific content types within the CitizenForward™ platform.	✓
	Linking to third-party social media sites such as Facebook, Twitter, LinkedIn, Pinterest, Flickr, Vimeo, and YouTube, will be included in the website, allowing users to easily access these platforms. Limited to specific content types within the CitizenForward™ platform.	✓
	Social media content feeds are incorporated into the website from major platforms such as: Facebook, YouTube, Twitter, or Instagram. These are displayed directly on the website using the developer documentation, embed code or widgets provided by the platform. Refresh rates are governed by the third-party platforms.	✗
Redirects and Path Aliases	URL Redirects: Create custom URL redirects and automatically generate URL paths for pages and content.	✓

Metatags	URL Aliases: The ability to create custom paths for pages, also known as URL aliases, which can be edited at the page level.	✓
Structured Content: Schema.org Tags	Schema.org Tags: inclusion of additional metadata, such as information about the website's content, organization, and relationships between different pages, in the HTML code of a website. This allows search engines and other software to understand the content of a website more easily and to display it in a more meaningful way. It also allows for rich snippets in SERP which can attract more traffic (e.g., library building / recreation center locations and hours would display in public search engine results).	✓
Sitemap	Automatic generation of XML sitemaps for improved search engine visibility, using a specialized module such as the Simple XML Sitemap.	✓
Menus & Breadcrumbs	Site navigation and breadcrumb trails, which provide clear and intuitive pathways for users to navigate and understand the structure of the website.	✓
A.1.8 Migration		
Content Migration (Text only)	I.F. will review your current website to identify which content is suitable for transfer and will export it to the new site. The process is designed to simplify the transition but some editing and adjustments may be necessary by the client. A one-time transfer of up to 1000 pages is included.	✓
File Migration	I.F. will identify relevant file documents for migration to the Media Library for use across the website. We will export and structure the selected documents and upload them to your new site. This service is designed to streamline the migration process, but additional editing may be required for optimal placement and organization.	✓

	A one-time service, with 600 files included in the package.	
Image Migration	The import and upload of a specific number of images to the new Media Library, ensuring that alternative text is provided for all images in accordance with CitizenForward™ guidelines. The client is responsible for providing alternative text, otherwise, it will be generated using AI. This service is a one-time offering and includes the upload of 550 images, with no additional curation.	✓
One Time User Migration	Existing user accounts from an existing Drupal site will be migrated to the new CitizenForward™ site. This includes the transfer of user details such as username and email address.	⊘
Other One Time Migrations	Migration of any other type of content, files, entities, users or custom data from your previous website to the new CitizenForward™ website. This one-time service includes the assessment, export, and upload of the specified data and is designed to make the transition to your new website as seamless as possible.	⊘
Scheduled or Ongoing Content Upload	Ongoing or continuous migration of content, which is automated and scheduled on a regular basis.	⊘
Document Remediation	A standalone, on-demand service to remediate individual documents for accessibility.	⊘ Not in scope for this phase. Requires custom technical scoping post-launch to determine functionality and price

A.1.9 Theming		
Theming	The creation of a customized theme for the website using the Visual Design System, based on the client-approved design.	✓
Third-party Designs	Integration of design elements provided by an external vendor into the Citizenforward™ site theme.	✗
Co-Development	Co-development in which the client or a third-party vendor works alongside I.F. to create and implement the website design and functionality.	✗
Third-party Theming	The application of the Visual Design System to an existing third-party site, separate from the primary client site.	✗
Web Content Accessibility Guidelines (WCAG)	Compliance with WCAG 2.2 AA: adherence to the set of guidelines and standards set by the World Wide Web Consortium (W3C) to ensure that a website is accessible to users with disabilities.	✓
	Compliance with WCAG 2.2 AAA: adherence to the set of guidelines and standards set by the World Wide Web Consortium (W3C) to ensure that a website is accessible to users with disabilities at the AAA (currently highest) level. Requires dedicated ongoing client resources.	✗
CAPTCHA	Inclusion of a CAPTCHA field on all forms to prevent spam and protect against automated bots. Option for advanced CAPTCHA implementations (such as reCAPTCHA or hCAPTCHA) is available with client-provided API keys.	✓
A.1.10 Training		

CMS Training	<p>CitizenForward™ includes four standard sessions, in addition to the Content Intro Workshop training. These are conducted live via videoconference and recorded in easily digestible, topic-based segments:</p> <ul style="list-style-type: none"> • Site Administrator Training I and II. Up to 6 client core team members may attend. • Content Editor Training I and II. Up to 20 website content editors may attend. 	✓
Form Training	A 30-minute introduction session on the creation and use of webforms on the website using Jotform (or equivalent). Limited to twelve (12) participants.	✓
Advanced Content Editor Training	A more in-depth training for experienced content editors, covering advanced techniques for creating specialized content and managing the content workflows of the site. Conducted live via videoconference and recorded in easily digestible, topic-based segments. Up to 20 content editors can attend this training.	⊘

A.2 Launch

Task	Description	Included ✓ or Not Included ⊘
User Acceptance Testing	The testing process to ensure the website functions properly across different device platforms, browsers, and operating systems, and any issues or bugs are identified and resolved before launch. I.F. will provide guidelines for UAT but the Client will conduct testing.	✓
Go/No Go Meeting	A final review meeting where the client and the development team will go through a pre-launch checklist of remaining tasks and ensure that the website meets all requirements before it is made	✓

	live to the public. The client will give formal approval before the website is launched.	
Managed Launch	Includes guidance and coordination from our team (e.g., DNS changes, control-board procedures) to ensure a smooth and successful launch of your website.	✓
Bug-Fix Window	A two-week period in which our team will identify and fix any bugs that were discovered after the launch of the website. Prioritization of bugs will be based on their severity and impact.	✓
Launch Email Campaign	Our team will draft the text for a 3-part email campaign for you to send to your staff and stakeholders to prepare them for the new website, which will be sent by client staff.	⊘
Submission to 3 Government Website Awards	After launch, our team will draft and submit your website to up to 3 government website award competitions. Does not include the cost to submit.	✓

Section B. Hours, Milestones and Fees

The Milestone Table and Fees

Based on the scope of Services described in this SOW, the Client Website will require an estimated 900 hours of work by I.F.. This work is organized into the milestones set forth in the Milestone Table below. The Milestone Table also includes I.F.'s anticipated fees for each Milestone based on the hours allocated to each milestone at I.F.'s blended billing rate. The estimated overall schedule for performing the Services is 5 months. The forgoing total hours, fees, and schedule are estimates. Client's diligent and timely performance of the Client Responsibilities is very important to achieving these. In addition, significant Client requests or change in requirements may impact these estimates.

The CitizenForward™ Cushion

I.F. understands the importance of achieving the estimated fees. I.F. also understands that the CitizenForward process is by definition highly creative and collaborative and may result in changes to the Services. Based on the forgoing, as part of the

CitizenForward overall process, I.F. provides Client a CitizenForward Cushion. This means that I.F. will provide an additional ten percent of the estimated total hours, or 90 hours, at no charge (the “CitizenForward Cushion”).

Invoices and Payment

I.F. will invoice Client at the completion of each milestone. Each invoice will set forth (a) the fees for the current milestone, (b) the total hours through the end of such milestone provided by the Milestone Table, (c)) the number of CitizenForward Cushion hours set forth above, (d) the sum of total hours to date in the Milestone Table plus the CitizenForward Cushion hours, (e) I.F.’s actual total hours to date, and (f) the amount, if any, that the actual hours to date exceed the sum of hours set forth in (d) above (the “Excess Hours”) and (g) any additional amount due based on the Excess Hours times the Client’s blended billing rate.

Milestone	Est. Fees	Est. Date
B.1 Develop (850 hours)		
Milestone 1: <ul style="list-style-type: none"> Initiation of build project Kick off call for new phase 	\$75,000	Dec 2024
Milestone 2: <ul style="list-style-type: none"> Trainings delivered Open access for content entry 	\$75,000	Mar 2025
Milestone 3: <ul style="list-style-type: none"> User acceptance testing initiated Launch planning initiated 	\$50,000	Apr 2025
B.2 Launch (50 hours)		
Milestone 4: <ul style="list-style-type: none"> Site launch completed Bug remediation following site launch initiated 	\$31,950	May 2025

Section C. Client Responsibilities

Solano County is responsible for the following tasks to be outlined with specific deadlines in the project communication plan & schedule.

Develop Phase

- Content team to review and clean up migrated CMS content (text, files, images) for accuracy
- Content team to enter content beyond the 1000 page migration limit
- Content team to enter content beyond the 600 file migration limit
- Content team to enter content beyond the 550 image migration limit
- Determine attendees for each Training session

Launch Phase

- Conduct User Acceptance Testing (UAT)
- Collaborate with I.F. for Launch Communication Plan
- Approve site for Launch
- Work with staff to provide DNS changes
- Identify post-launch issues to be addressed in bug fix sprint

Overall:

- Identify up to six (6) members from stakeholder departments and organizations to act as the core team. Activities for the core team include:
 - Participate in weekly meetings, discussions, and reviews (usually in a single feedback document or session).
 - Conduct User Acceptance Testing (UAT) across device platforms, browsers and operating systems following the testing training.
- Designate a content team of Content Focals, Migration Focals, and Editing Focals who are responsible for:
 - Gathering, writing, editing, and approving final site content.
 - Reviewing current site content and updating the content manifest to identify content to be migrated, content to be abandoned and new content to be created/content requiring updates.
 - Content migration focals are responsible for loading content onto the new Drupal site.
 - Content editing focals are responsible for editing and finalizing migrated content.
 - Content team begins to organize content that will be entered, migrated, or withheld from the new website.

- Designate an authoritative decision maker to give final approval on deliverables by but no later than the specific deadline as outlined in the project communication plan & schedule. If client approval is withheld, I.F. will provide additional revisions by utilizing, in order as applicable (1) the CitizenForward™ Cushion, (2) a reallocation of hours from other Services, or (3) the prevailing hourly rate of this Statement of Work. Should any of these be unsatisfactory, the contract will terminate per the MSA.
- Provide a single point of contact that manages day-to-day client responsibilities as noted above. A successful project will require a client-side project manager who is available ten to twenty (10-20) hours per week.

Section D. Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. CLIENT will use I.F.'s Fulcrum Premier cloud hosting and an Evolution & Support plan for at least the first year. Fulcrum Premier SLA applies, available here: <https://goo.gl/5m7xbQ>. Pricing for implementation will be 10 to 20% higher if Fulcrum hosting or an Evolution & Support plan are not selected.
2. CitizenForward™ (or "the system") will be built using the Drupal 10 Content Management System and related Drupal modules as described in this proposal. No custom Drupal module development or API integration is included unless explicitly noted in our proposal, or those optional features are selected.
3. During development, I.F. will ask for feedback on specific designs and features at weekly client meetings. User acceptance testing (UAT) will occur prior to launch. Any post-launch issues will be reported, prioritized, and resolved during the post-launch bug fix window.
4. During the website bug-testing window, any client-reported bugs should be entered into the I.F. provided bug tracking system (not emailed) to ensure a prompt response.
5. The site will be tested to work with the last 2 major revisions as of the contract date unless otherwise indicated of Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari, as well as the most recent iOS and Android mobile device browsers (IE11 is excluded). However, because Internet browsers are constantly undergoing significant changes, some browsers may have trouble rendering critical site content. I.F. cannot guarantee your site will function properly on those browsers if this occurs. This is particularly true if the content at issue is beyond your control (e.g., data derived from an API).

6. The Client is responsible for implementation of the new website style on third-party applications (“re-skinning”).
7. HTTPS must be enforced throughout the website and related PIRATE applications. The Client is responsible for ensuring this with other web applications.
8. The client agrees that I.F. may use the client’s name, trademarks, and captured graphic and video images, along with a general description of services performed, in the promotion and advertising of I.F. The Client also agrees to enable an unobtrusive hyperlink to the I.F. corporate website with the words “Powered by Interpersonal Frequency” at the bottom of the Client’s website. As such, a 10% discount to our fees have already been applied to this statement of work in return.

E. Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel.
2. Content writing, editing, and manual content migration work performed directly by I.F., unless selected as an option.
3. User manuals.
4. Changes to information architecture, website design, or technical scope after approval.
5. Extra revisions for deliverables beyond those explicitly noted herein.
6. Custom Drupal module development unless explicitly noted herein.



F. Changes

This Statement of Work, may not be amended, changed or modified except as provided in the terms of the MSA.

Acceptance

AGREED and ACCEPTED:

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work (“SOW”).

Interpersonal Frequency LLC ("I.F.")		Solano County ("the Client")
Name	Harish R. Rao	Bill Emlen
Position	CEO	County Administrator
Date	Sep 19, 2024	Oct 2, 2024
Signature		 <small>William Emlen (Oct 2, 2024 08:13 PDT)</small>



interpersonal
frequency

HOSTING AND SUPPORT ATTACHMENT TO THE SAAS

For Solano County, CA

Exhibit A-2

This Exhibit includes the following sections:

- A. Services
- B. Fees and Payment
- C. Client Responsibilities
- D. Assumptions
- E. Exclusions
- F. Changes

The term of this Services under this Exhibit is October 1, 2024 through June 30, 2028. Termination of this agreement is set forth in the MSA.

A. Services

Task	Description	Included ✓ or Not Included ☐
Fulcrum Hosting Features		
A.1 Security		
Web Application Firewall (WAF)	I.F. will implement and manage a WAF service (such as Fastly or equivalent) to protect the website from common web attacks using a set of predefined rules.	✓
Distributed Denial of Service (DDOS) Protection	I.F. will implement and manage DDOS protection services to safeguard against malicious traffic and maintain website availability.	✓
SSL Certificates	I.F. will generate and manage auto-renewing SSL certificates as part of our Fulcrum hosting platform service to ensure secure communication for your website.	✓

A.2 Hosting and Infrastructure Maintenance		
Cron Jobs	Scheduled tasks, or "cron jobs," will be set up to run automatically on the website at regular intervals, using the Ultimate Cron module in Drupal. This can include tasks such as automated backups or system updates, and will be set to run every minute, although most tasks will not require such frequent execution.	✓
Content Distribution Network (CDN)	The use of a Content Distribution Network (CDN) such as Fastly or equivalent, to improve site performance and reduce server load.	✓
Email Deliverability	We will use Amazon's SES to send emails through the SMTP module, ensuring that emails are delivered effectively. The client will need to provide the sender/ from email address to be used when sending emails from Drupal.	✓
Standard Backup & Retention	Regular backups of the Drupal database and files will be taken and stored for safekeeping. Daily backups are stored for 7 days. After 7 days, the daily backups are compiled into a single weekly backup. Daily backups then resume for the next 7 days. Up to 4 weekly backups plus any additional existing daily backups are available at any given time.	✓
Extended Backup Retention	Rolling one week backups will be stored for up to six (6) months or specify customized backup retention here: _____ months.	⊘
A.2 Web Access Logs		
DDos Protection Enabled Logging	Fulcrum logging data is captured to monitor and protect against distributed denial of service (DDOS) attacks, and is available upon request in a structured JSON lines format.	✓

Non-DDos Protection Enabled Logging	Fulcrum logging data made available on request and will be delivered in multiple, separate NCSA-like log file formats.	✓
A.3 Capacity		
Yearly Bandwidth	A total of 12 Terabytes of data transfer per year, including both inbound and outbound traffic. This equates to a monthly transfer limit of 1 Terabyte.	✓
Yearly Pageviews	A maximum of 12 million pageviews per year is included, or an average of 1,000,000 pageviews per month.	✓
Total Content Asset Size	A capacity of 200GB for storing database and file assets.	✓
A.4 Subdomains & Server Redirects		
Subdomains	Subdomains are separate sections of the website that exist under a primary domain and have their own distinct URL. They allow for organization and division of content within a website, and can be used to create specific areas or features such as a blog. For example, "news.example.com" is a subdomain of "example.com".	⊘
Client Apex URL 1:1 Redirects	Server-level redirects that redirect a specific URL, such as example.com/staff, to a new URL, such as www.example.com/staffnew. This feature is limited to the top 50 pages, ensuring that the most important pages on the website are properly redirected for optimal user experience.	✓
Client Legacy URL 1:1 Redirects	Server-level redirects, redirecting old URLs to new URLs on the server-level, for example redirecting www.example.com/about-us to www.newexample.com/about-us. It is a one-to-one redirect and limited to the top 50 pages.	⊘

Client Legacy Content Redirect Mapping	Feature that allows for redirecting content from old URLs to new ones at the content level. For example, it can redirect www.example.com/contact to www.example.com/hello .	✓
Multiple Domain Consolidation Redirects	Redirecting multiple legacy domain URLs to a single new primary domain URL, in order to ensure a consistent user experience and improve search engine optimization. This is typically done by mapping all the old URLs to the new primary domain URL, so that users are automatically redirected to the correct location.	⊘
A.5 Client Access to Fulcrum Infrastructure		
Clients Who Code	Client will have access to the CDN administration dashboard for the management and monitoring of their content delivery network.	⊘

B. Fees and Payment

Fulcrum and Evolution and Support fees will be invoiced annually.

Fulcrum for the main site is \$53,250.00 for the first year. Rate increases by 5% each renewal year.

Evolution and Support Accelerate level includes support for the main site and the Intranet. Cost is \$105,000.00 per year. Rate increases by 5% each renewal year.

- Includes up to 50 hours per month
- Unused hours expire monthly
- Additional time may be “borrowed” from future months but must be coordinated with the I.F. team in advance
- Additional hourly rates of our services for work beyond your monthly Evolution & Support monthly hours are as follows:
 - I.F. Staff: \$190.00 / Hour
 - DevOps: \$ 400.00 / Hour
 - Content Services: \$155.00 / Hour
 - Rates assume a +5% increase for renewal years.

Any fees for ongoing subscription services such as Weglot, Jotform, Municipal Scorecard, and Swifttype are also due annually and subject to a 5% increase in each renewal year.

C. Client Responsibilities

Solano County is responsible for the following tasks:

- Provision of high-availability, preferably via an external cloud-based, DNS provider and for supporting DNS updates and changes. Failure to provide highly available DNS may invalidate SLA uptime commitments.

D. Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. HTTPS must be enforced throughout the website and related Solano County applications. Solano County is responsible for ensuring this with other web applications.
2. Solano County has the perpetual, non-expiring license to use the software and all improvements made as a result of this contract, as well as to modify and share it with others as you see fit. However, since Drupal is open source, updates made to the core platform as part of this project will be contributed to the Drupal community to benefit other Drupal users. Certain functionality may require a Fulcrum Cloud Hosting or Voice of Citizen® subscription and will not function if those subscriptions are terminated.

E. Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel.
2. Hosting outside of the I.F. platform is excluded from this project.
3. I.F. DevOps support is only included in our proposed budget if Solano County opts to use our hosting services. If Solano County chooses to host with a third-party other than I.F., DevOps engineers will be available to the County at the rate of \$300 per hour.

F. Changes

This Exhibit may not be amended, changed or modified except as provided in the terms of the MSA.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

- A. I.F. will invoice Client at the completion of each of 4 milestones related to the Scope of Work in Exhibit A-1 as set forth in the table below.

Milestones	Fees
Develop	
Milestone 1: <ul style="list-style-type: none">- Initiation of the build project- Kick off call for new phase	\$75,000
Milestone 2: <ul style="list-style-type: none">- Trainings delivered- Open access for content entry	\$75,000
Milestone 3: <ul style="list-style-type: none">- User acceptance testing initiated- Launch planning initiated	\$50,000
Launch	
Milestone 4: <ul style="list-style-type: none">- Site launch completed- Bug remediation following site launch initiated	\$31,950
Total	\$231,950

Descriptions of all milestones herein are described in Exhibit A-1.

- B. Should County identify additional activities or changes in services which are not included in the Deliverables and which are not covered by the CitizenForward Cushion, these may added via change orders and be billed at the following hourly rates (subject to a 5% annual increase) up to a maximum of \$18,050:
- I.F. Staff: \$190.00 / Hour
 - DevOps: \$ 400.00 / Hour

Additional activities or changes in services may only be billed upon prior written approval between the I.F project manager and the County sponsor.

- C. On-going fees related to services provided in Exhibit A-2 will be invoiced beginning with Year 1 invoiced on the date of site launch covering services for one-year following the date of launch. Each subsequent year will be invoiced on the anniversary of site launch covering services for the following year.

Annual fees include may be invoiced up to the following amounts per year:

Year 1 Fees:	
Fulcrum Cloud Hosting w/ Voice of Citizen®	\$45,750.00
WAF/DDoS/CDN Protection	\$7,500.00
Evolution & Support: Accelerate Level (50 hours)	\$105,000.00
External User Authentication (SSO)	\$4,800.00
Translation Service Integration	\$7,900.00
Enhanced Search	\$11,500.00
Municipal Scorecard	\$20,000.00
Large File Upload	\$750.00
Bulk File Toolkit	\$750.00
Jotform (100 Forms)	\$7,000.00
Level Access Integration	\$10,000.00
	\$220,950.00

Year 2 Fees: (5% increase)	
Fulcrum Cloud Hosting w/ Voice of Citizen®	\$48,037.50
WAF/DDoS/CDN Protection	\$7,875.00
Evolution & Support: Accelerate Level (50 hours)	\$110,250.00
External User Authentication (SSO)	\$5,040.00
Translation Service Integration	\$8,295.00
Enhanced Search	\$12,075.00
Municipal Scorecard	\$21,000.00
Large File Upload	\$787.50
Bulk File Toolkit	\$787.50
Jotform (100 Forms)	\$7,350.00
Level Access Integration	\$10,500.00
	\$231,997.50

Year 3 Fees: (5% increase)	
Fulcrum Cloud Hosting w/ Voice of Citizen®	\$50,439.38
WAF/DDoS/CDN Protection	\$8,268.75
Evolution & Support: Accelerate Level (50 hours)	\$115,762.50
External User Authentication (SSO)	\$5,292.00
Translation Service Integration	\$8,709.75
Enhanced Search	\$12,678.75
Municipal Scorecard	\$22,050.00
Large File Upload	\$826.88
Bulk File Toolkit	\$826.88
Jotform (100 Forms)	\$7,717.50
Level Access Integration	\$11,025.00
	\$243,597.38

Should the contract be extended for two additional years per Exhibit D, Section 3, annual fees may be charged up to the following:

Year 4 Fees: (5% increase)	
Fulcrum Cloud Hosting w/ Voice of Citizen®	\$52,961.34
WAF/DDoS/CDN Protection	\$8,682.19
Evolution & Support: Accelerate Level (50 hours)	\$121,550.63
External User Authentication (SSO)	\$5,556.60
Translation Service Integration	\$9,145.24
Enhanced Search	\$13,312.69

Municipal Scorecard	\$23,152.50
Large File Upload	\$868.22
Bulk File Toolkit	\$868.22
Jotform (100 Forms)	\$8,103.38
Level Access Integration	\$11,576.25
	\$255,777.24

Year 5 Fees: (5% increase)	
Fulcrum Cloud Hosting w/ Voice of Citizen®	\$55,609.41
WAF/DDoS/CDN Protection	\$9,116.30
Evolution & Support: Accelerate Level (50 hours)	\$127,628.16
External User Authentication (SSO)	\$5,834.43
Translation Service Integration	\$9,602.50
Enhanced Search	\$13,978.32
Municipal Scorecard	\$24,310.13
Large File Upload	\$911.63
Bulk File Toolkit	\$911.63
Jotform (100 Forms)	\$8,508.54
Level Access Integration	\$12,155.06
	\$268,566.11

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	\$2,000,000	per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
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(2) Automobile Liability:	\$1,000,000	per accident for bodily injury and property damage.
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(3) Workers' Compensation:	As required by the State of California.
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(4) Employer's Liability:	\$1,000,000	per accident for bodily injury or disease.
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D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- (1) Cyber Liability: **\$1,000,000** per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.
- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations

applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at

the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to

participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. MUTUAL INDEMNIFICATION

Notwithstanding Exhibit C, Section 10, each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

2. I.F. SAAS SERVICES AGREEMENT

Incorporated by reference as Exhibit D-1 is the "Fulcrum, Voice of Citizen, Voice of Patron: I.F SaaS Services Agreement." Exhibit D-1 and Exhibit C General Terms and Conditions are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that Exhibit C shall supersede any inconsistent term in these documents.

3. CONTRACT EXTENSIONS

Notwithstanding Section 2 of the Standard Contract, and unless terminated by either party prior to June 30, 2028, this Agreement shall be automatically extended from July 1, 2028 through June 30, 2030 to allow for continuation of services and may be invoiced at the rates outlined in Exhibit B Section 1C.



Fulcrum, Voice of Citizen®, Voice of Patron®: I.F. SaaS Services Agreement: Winter 2022 Version

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Software-as-a-Service Agreement

THIS INTERPERSONAL FREQUENCY LLC SOFTWARE AS A SERVICE AGREEMENT (this “Agreement”), by and between INTERPERSONAL FREQUENCY LLC (I.F.) and the Client identified in the MSA or SOW (as defined below) is executed by and between such entities as of the effective date of such SOW or MSA (“Effective Date”) for the products and services described herein and therein;

RECITALS

WHEREAS, the Parties have negotiated the terms of an I.F. Master Services Agreement, other named I.F. services agreement or a Client form of services agreement (collectively, the “MSA”) by which I.F. will perform and provide certain products or professional services to Client (collectively, “Professional Services”); and

WHEREAS, in connection with the performance and delivery of the Professional Services and any and all other materials and work product covered by the MSA and/or this Agreement (collectively “Deliverables”), the Client desires to have access to I.F.’s Software platform tools and functions (the “Software as a Service” or the “SaaS Services”) and any other products or services set forth in any exhibit hereto on the terms and conditions hereof and thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Definitions.

As used in this Agreement, the following capitalized terms shall mean and be interpreted as follows:

(a) “Aggregated Statistics” means data and information related to Client’s use of the Software and the SaaS Services (but which do not personally identify or profile Client or its Authorized Users) that are collected or received by I.F. in an aggregated and anonymized manner, including to compile statistical and performance information relating to the SaaS Services and data regarding Client’s and its Authorized Users’ use of the SaaS Services and the web site on which the SaaS Services are hosted or by which I.F.’s services are accessed or delivered.

(b) “Authorized User” means Client’s employees, consultants, contractors, agents, web site visitors or other permitted users who or which are authorized by Client to access and use the SaaS Services under the rights granted to Client hereunder.

(c) “Client Data” means, other than Aggregated Statistics, information, data and other content, in any form or medium, that is submitted, posted, transmitted or otherwise provided by or on behalf of Client or an Authorized User in the Software or through the SaaS Services.

(d) “Documentation” means I.F.’s user manuals, handbooks and guides relating to the SaaS Services provided to Client hereunder, either electronically or in hard copy form, and any and all other Client or end user documentation relating to the SaaS Services.



(e) “Cloud or Hosting Provider” means the provider of Cloud or Hosting Services which, as of the Effective Date hereof, is Amazon Web Services (“AWS”), but such term includes any and all successors or additional hosting providers thereto.

(f) “Cloud Services” means the provision of on-demand online access to the SaaS Services and all hardware, software, computing power and resources relating thereto.

(g) “I.F. Intellectual Property” or “I.F. IP” means the SaaS Services, the Documentation and any and all other intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, I.F. IP includes Aggregated Statistics and any and all other information, data or other content derived from I.F.’s monitoring of Client’s or an Authorized User’s access to or use of the SaaS Services, but does not include Client Data.

(h) “Service Level Agreement” or “SLA” means the agreement attached as Exhibit B, and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(i) “Statement of Work” or “SOW” means the document attached as Exhibit A, which may take the form of a “Quote & Order Form for Services or Software Subscription” (or other form), and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(j) “Software” the source code and object code and any and all other software tools, functionalities and information necessary to use, operate and maintain the SaaS Services.

(k) “SaaS Services” means the software-as-a-service offering described in Exhibit B and includes, if selected and paid for by Client, access to and use of I.F.’s proprietary software data analytics tools or products known as “Fulcrum” and/or “Voice of Patron®,” and/or “Voice of Citizen®,” as modified from time to time, and any other I.F. tools, functions or capabilities.

(l) “Third-Party Products” means any third-party products described in Exhibit A or Exhibit B provided with or incorporated into the Software or SaaS Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned upon Client’s payment of all Fees associated with the Deliverables provided to Client under the MSA, this Agreement and any other agreement or understanding between the Parties, and compliance with all other terms and conditions hereof and thereof, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions hereof. Such use is limited to Client’s internal business use and operations. I.F. shall provide to Client the necessary passwords and network links or connections to allow Client to access the SaaS Services. The number of Authorized Users is not expressly limited unless



so indicated in the SOW, but concurrent use of the SaaS Services shall be subject to the technical capabilities of the I.F. infrastructure and the devices and connectivity of the Authorized Users.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the SaaS Services.

(c) Use Restrictions. Client shall not use the SaaS Services or the Documentation, in whole or in part, including any integrated I.F. products or Third Party Products, for any purposes beyond the scope of the rights of access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services, the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Software or any other element of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; or (v) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or that violates any applicable law or regulation.

(d) Reservation of Rights. I.F. reserves all rights and interests not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Client, to any Authorized Users or to any third party any intellectual property rights or other right, title or interest in or to the I.F. IP, the Software, the Documentation or the SaaS Services.

(e) Suspension or Termination of SaaS Services. Notwithstanding anything to the contrary in this Agreement, I.F. may, at its option, temporarily suspend Client's and/or any Authorized User's access to any portion or all of the SaaS Services, without termination of this Agreement, or terminate this Agreement and all of Client's and its Authorized User's access to SaaS Services in the event that:

(i) I.F. reasonably determines that (A) there is a threat or attack on any of the I.F. IP or any Cloud Provider's I.P.; (B) Client's or any Authorized User's use of the I.F. IP disrupts or poses a security risk to the I.F. IP, to Cloud Provider's I.P. or to any other customer or vendor of I.F.; (C) Client or any Authorized User is using the I.F. IP for fraudulent or illegal activities or in violation of I.F.'s or the Cloud Provider's acceptable use policy or any other policies; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) I.F.'s provision of the SaaS Services to Client or to any Authorized User is prohibited by applicable law;



(ii) any vendor of I.F., including but not limited to, the Cloud Provider, has suspended or terminated I.F.'s access to or use of any third-party services or products required to enable Client to access the Services; or

(iii) in accordance with Section 5(a)(iii) (any such suspension or termination described in sub-paragraph (i), (ii), or (iii) above, a "Services Suspension" or a "Services Termination" as applicable).

(iv) I.F. shall use commercially reasonable efforts to provide written notice of any Services Suspension or Services Termination to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. I.F. shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably practicable after the event giving rise to a Services Suspension is cured. I.F. WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), OR ANY OTHER CONSEQUENCES THAT CLIENT OR ANY AUTHORIZED USER MAY INCUR AS A RESULT OF A SERVICES SUSPENSION OR SERVICES TERMINATION.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, I.F. may electronically log and monitor Client's and any and all Authorized User's use of the SaaS Services and collect and compile Aggregated Statistics. As between I.F. and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are granted and retained solely by I.F. and such rights are hereby waived and released by Client. Client acknowledges that I.F. may compile Aggregated Statistics based on Client Data input into the SaaS Services. Client agrees that I.F. may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that the publication, release or transfer of such Aggregated Statistics do not identify personally Client or its Authorized users or disclose Client's Confidential Information.

(g) **Cloud Services.** I.F. has contracted with the Cloud Provider to make Cloud Services available to Client and any and all Authorized Users. Any SaaS Services-related issues that are caused or contributed to by outages or other problems with the Cloud Services should be promptly referred to I.F. for handling. Client acknowledges and agrees, on its own behalf and on behalf of all Authorized Users that the Cloud Services are provided by the Cloud Provider and the Cloud Provider, which retains the unlimited right to service, make modifications and/or enhancements to and manage the Cloud Services at any time in its discretion. Client and Authorized Users shall at all times have online access to the applicable terms of service, service level agreements and acceptable use policies of the Cloud Provider which are hereby integrated into and made a part of this Agreement in Section 3 below. Execution of this Agreement constitutes Client's approval of such terms and conditions, on its own behalf and on behalf of all Authorized Users.

3. Service Levels & Support; Cloud Provider Terms.

(a) **Modifications to SaaS Services or Software.** Client hereby acknowledges and agrees that I.F. may, at any time without prior notice, change, modify, enhance or alter any features, functions or capabilities of the SaaS Services or the Software, in its sole discretion, without affecting any term or



condition of this Agreement (including Fees) so long as such changes do not materially and adversely affect Client's overall user experience or efficiency.

(b) Service Levels. Subject to the terms and conditions of this Agreement, I.F. shall use commercially reasonable efforts to make the SaaS Services available in accordance with the service levels set out in the attached Exhibit B, which is hereby incorporated herein.

(c) Support. The access rights granted hereunder entitles Client to the SaaS support services described on Exhibit B for ongoing and continuous one year periods following the Effective Date hereof, if and to the extent that Client purchases such support services at the Fees applicable thereto.

(d) Cloud Provider; Cloud Services. Client hereby acknowledges and agrees that the Cloud Services are made available to Client and to Authorized Users in accordance with the following Cloud Provider terms and conditions, as amended from time to time (and automatically incorporated herein as and when so amended), and any and all other Cloud Provider terms and conditions applicable to the Cloud Services:

- (i) The AWS Online Subscription Agreement is found at <https://aws.amazon.com/agreement/>.
- (ii) The AWS Online Services Terms is found at <https://aws.amazon.com/service-terms/>.
- (iii) The AWS Online Service Level Agreements, found at <https://aws.amazon.com/legal/service-level-agreements/>.

(d) Disclaimers. The Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that the foregoing Cloud Provider terms and conditions describe, restrict, limit and disclaim certain rights, obligations, damages and liabilities of or available to I.F. as its prime contractor and by extension to Client and to any and all of its Authorized Users. Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that (i) nothing in this Agreement is intended to nor shall be deemed to create any duty, obligation or liability of, by or against I.F. regarding the Cloud Services that are excluded or disclaimed by Cloud Provider, (ii) that the foregoing Cloud Provider terms of use and subscription agreement shall govern any conflicting terms herein as to the Cloud Services, and (iii) CLIENT AND ALL AUTHORIZED USERS HEREBY AGREE TO LOOK SOLELY TO THE CLOUD PROVIDER (AND HEREBY WAIVE AND RELEASE I.F. FROM) ANY AND ALL DUTIES, RESPONSIBILITIES, DAMAGES AND LIABILITIES ARISING OR RESULTING FROM ANY FAILURE OR DEFECT IN THE CLOUD SERVICES WITHIN THE CLOUD PROVIDER'S CONTROL AND/OR OUTSIDE I.F.'S CONTROL.

(e) Client Data Recovery & Retention. During the Term hereof, Client shall have the right to access, download and use all Client Data, included all Authorized User data, in its discretion and as permitted by applicable law, the obligations of which shall be Client's sole responsibility. Notwithstanding the foregoing, Client must recover any and all Client Data that it desires to receive and retain not later than ninety (90) days after termination of this Agreement, regardless of cause (the "Data Recovery



Period"). After expiration of the Data Recovery Period, I.F. may destroy or delete all Client Data from all I.F. computers, services and cloud instances.

4. Client Responsibilities.

(a) General. Without prejudice to any and all duties and obligations of Client hereunder under any other agreement, Client is responsible and liable for all uses of the SaaS Services and Documentation resulting from any access provided or permitted by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Authorized Users aware of their duties and obligations hereunder as applicable to their respective use of the SaaS Services and shall cause Authorized Users to comply with all such requirements.

(b) Third-Party Products. I.F. may from time to time, upon request by Client or otherwise, make Third-Party Products available to Customer independently of the SaaS Services by separate agreement or as an element hereof. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions (wherever memorialized) and, only if hosted or supported by I.F., will be subject to any applicable flow through provisions referred to in Exhibit A or Exhibit B as applicable. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

5. Fees and Payment.

(a) Fees. Client shall pay I.F. the fees ("Fees") as set forth in the Statement of Work without offset or deduction. Client shall make all payments hereunder in U.S. dollars on such date as to be received by I.F. on or before the due date set forth in Exhibit A. If Client fails to make any payment when due, without limiting I.F.'s other rights and remedies:

(b) Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes assessments or other charges by governmental authorities. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on I.F.'s income.

(c) Auditing Rights; Retention of Records. Client agrees to maintain complete and accurate records during the Term and for a minimum period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. I.F. may, at its own expense, on reasonable prior notice, periodically inspect and audit Client's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Client has underpaid I.F. with respect to any amounts due and payable during the Term, Client shall promptly pay the amounts necessary to rectify such underpayment. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.



6. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, intellectual property, trade secrets, non-public and proprietary third-party information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without access to or use of the proprietary data or material. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, that, with respect to any Confidential Information that constitutes a patentable invention or trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to patent or trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) I.F. IP. Client acknowledges that, as between Client and I.F., I.F. owns all right, title, and interest, including all intellectual property rights, in and to the I.F. IP and to the intellectual property rights of its licensors. With respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products subject to I.F.’s license rights therein.

(b) Client Data. I.F. acknowledges that, as between I.F. and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to I.F. a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for I.F. to provide the SaaS Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display any and all Client Data incorporated within the Aggregated Statistics.

(c) Feedback. If Client or any of its employees, contractors, agents or Authorized Users sends or transmits any communications or materials to I.F. by mail, email, telephone or otherwise,



suggesting or recommending changes to the I.F. IP, including without limitation, the addition of new features or functionalities relating thereto, or any comments, questions, suggestions or the like relating thereto (collectively, “Feedback”), I.F. is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to I.F., on Client’s behalf and on behalf of its employees, contractors, agents and/or Authorized Users, all right, title, and interest in and to such Feedback, and I.F. is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although I.F. is not required to make any use of any Feedback.

8. Data Protection Terms.

For purposes of this Section 8, the following terms shall mean as follows:

“*Business*” means as defined in the CCPA.

“*CCPA*” means the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et. seq.

“*Data Protection Laws*” means all applicable laws, regulations and requirements in any jurisdiction relating to data privacy, data protection, data security and/or the processing of Personal Information, including, without limitation, the CCPA.

“*Data Subject*” means an identified or identifiable natural person about whom Personal Information relates, including a “consumer” as defined in the CCPA.

“*Data Subject Rights*” means those rights identified in the CCPA as granted to Data Subjects.

“*Personal Information*” includes any personally identifiable information as defined by applicable Data Protection Laws and includes any Client Data which meets such definition.

“*Process*” and “*Processing*” means any one or more operations performed on personal information, whether or not by automated means.

“*Sale*” or “*sell*” means as defined in the CCPA.

“*Security Breach*” means (i) the loss or misuse of Client Data; or (ii) the inadvertent, unauthorized and/or unlawful Processing, disclosure, access, alteration, corruption, transfer, sale, rental, destruction or use of any Client Data.

“*Service Provider*” means as defined in the CCPA.

(a) Client hereby represents, warrants and covenants to I.F. that Client has provided or will provide timely, correct and complete privacy notices to all Data Subjects included in Client Data in compliance with all applicable Data Protection Laws. Client further represents, warrants and covenants to I.F. that Client has obtained or will obtain timely, transparent, informed, voluntary and complete consents from all Authorized Users as required by Data Protection Laws for Client’s use of the SaaS Services and Software, including (i) consent to I.F.’s collection, use, and disclosure of Client Data (to the extent such data includes



Personal Information) and (ii) I.F.'s Processing, use, storage and transfer of Client Data relating to Client's and Authorized Users' use of the SaaS Services and Software.

(b) For CCPA purposes, if and as applicable, the parties agree that I.F. is or shall be deemed to be a Service Provider to the Client for all purposes covered by this Agreement. Accordingly, the parties hereby agree that I.F.'s access to and use of any and all Client Data uploaded into the SaaS Services and/or Software or otherwise provided to or made available to I.F. which constitutes Personal Information is subject to the following agreements and restrictions:

- (i) The Client is providing such Client Data only as necessary for I.F. to carry out the business purposes represented by this Agreement;
- (ii) I.F. agrees not to retain, use or disclose the Client Data for any purpose except to perform this Agreement for the Client;
- (iii) I.F. agrees not to sell, disclose or provide access to the Client Data to any third party except to the Cloud Provider and then solely to perform the Cloud Services for the benefit of the Client. Client's execution of this Agreement constitutes Client's consent to all such uses and disclosure by I.F. to the Cloud Provider; and
- (iv) I.F. agrees to cooperate with and support the Client's compliance with and response to any consumer's exercise of its Data Subject Rights under the CCPA relating to any Client Data held by I.F. or by the Cloud Provider; *provided that* I.F.'s sole obligation to the Cloud Provider is to notify it of any such exercise of Data Subject Rights and carry out Client's instructions with regard thereto.

(c) I.F. agrees to take all reasonable actions to Process any Personal Information subject to Data Protection Laws only in accordance with Client's instructions solely to perform the terms and conditions of this Agreement for the sole benefit of the Client.

(d) If either party believes that a Security Breach has occurred, such party must notify the other party as promptly as possible without unreasonable delay. Each party will reasonably assist the other party in complying with and mitigating any potential damage resulting from a Security Breach in accordance with applicable Data Protection Laws.

9. Limited Warranty and Warranty Disclaimer.

(a) I.F. warrants that the SaaS Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation and this Agreement. I.F. does not make any representations or guarantees regarding uptime or availability of the SaaS Services unless and to the limited extent specifically identified in Exhibit B. The remedies set forth in Exhibit B are Client's sole remedies and I.F.'s sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY TO, AND INTERPERSONAL FREQUENCY



STRICTLY DISCLAIMS, ANY AND ALL WARRANTIES WITH RESPECT TO ANY CLOUD PROVIDER PRODUCTS OR SERVICES AND/OR THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE INTERPERSONAL FREQUENCY IP IS PROVIDED “AS IS” AND INTERPERSONAL FREQUENCY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTERPERSONAL FREQUENCY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), INTERPERSONAL FREQUENCY MAKES NO WARRANTY OF ANY KIND THAT THE INTERPERSONAL FREQUENCY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification.

(a) I.F. Indemnification.

(i) I.F. shall indemnify and hold Client harmless from and against any and all losses, fines, damages, liabilities and costs (including reasonable attorneys’ fees) (collectively, “Losses”) incurred by Client resulting from any third-party claim, suit, action, or proceeding (collectively, “Third-Party Claim”) that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party’s U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets), provided that Client promptly notifies I.F. in writing of the claim, cooperates with I.F. and allows I.F. sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears to be possible of assertion, Client agrees to permit I.F., at I.F.’s sole discretion, to (A) modify or replace the SaaS Services, or any component or part thereof, as necessary to make the SaaS Services non-infringing, or (B) obtain the right for Client to continue use of the SaaS Services in any acceptable form. If I.F. determines that neither alternative is reasonably available, I.F. may terminate this Agreement in its entirety or with respect to the affected component or part of the SaaS Services or the SaaS Services as a whole, effective immediately on written notice to Client.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by I.F. or not authorized by I.F. in writing; (B) modifications to the SaaS Services not made by I.F.; (C) Client Data; or (D) any Cloud Provider products or services or Third-Party Products.

(b) Client Indemnification. Client shall indemnify and hold I.F. harmless from and against any and all Losses incurred by I.F. resulting from any Third-Party Claim that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party’s U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets) due to the Client Data



or the uses or operations of Client, for any failure of Client to comply with all applicable laws, regardless of whether such non-compliance relates to this Agreement or the SaaS Services or due to any other action or omission of Client that is beyond I.F.'s responsibility or control.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND INTERPERSONAL FREQUENCY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE FOR DIRECT DAMAGES UNDER THIS SECTION 9 IN EXCESS OF THE LIMITATION OF LIABILITY AMOUNT SET FORTH IN SECTION 10 BELOW.

11. Limitations of Liability.

INTERPERSONAL FREQUENCY WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY: (a) INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) (e. IN NO EVENT WILL INTERPERSONAL FREQUENCY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE EXCEED THE TOTAL AMOUNT OF THIS AGREEMENT.

12. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's provisions, will continue in effect until the one-year anniversary of such date (the "Initial Term").

(b) Termination. In addition to any other termination right set forth in this Agreement:

(i) I.F. may terminate this Agreement, effective on written notice to Client, if Client: (A) fails to pay any Fees or other amounts when due hereunder, and such failure continues for more than fourteen (14) days after I.F.'s delivery of written notice thereof; or (B) Client or any Authorized User breaches any of its respective obligations under Section 2(c), Section 2(e) or Section 6;

(ii) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or



business.(iv) This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other. County may terminate this Contract immediately upon notice of Contractor's malfeasance. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client and all Authorized Users shall immediately discontinue any and all use of the I.F. IP and, without limiting Client's obligations under Section 6, Client shall delete, destroy, or return all copies of the I.F. IP and certify in writing to the I.F. that the I.F. IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees or other amounts that may have become due before such expiration or termination, or entitle Client to any refund thereof or thereto.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10 & 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the MSA and any and all other Exhibits and documents incorporated herein by reference, constitute the sole and integrated agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the terms of this Agreement, the MSA, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence shall govern such conflict or inconsistency: (i) first, the MSA; (ii) second, this Agreement, excluding its Exhibits; (iii) third, the Exhibits to this Agreement (unless and to the extent they expressly override any provisions of the MSA or this Agreement); and (iv) fourth, any other documents incorporated herein by reference (unless and to the extent they expressly override any provisions of the MSA or this Agreement).

(b) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall I.F. be liable to Client or any Authorized User, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond I.F.'s or any Cloud Provider's reasonable control, including but not



limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the County of Solano and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If this Section should conflict with or be inconsistent with the governing law, jurisdiction and venue clause of the MSA, the provisions of the MSA shall govern.

(g) Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of I.F. Any purported assignment or delegation in violation of this Section will be null and void. No permitted assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and to the benefit of their respective permitted successors and assigns.

(h) Export Regulation. The SaaS Services utilize software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export or release the SaaS Services or the underlying software or technology to, or make the SaaS Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, policy, rule or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and



complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the SaaS Services or the underlying Software or technology available outside the U.S.

(i) U.S. Government Rights. The Software and Documentation tools, components or functionalities comprising the SaaS Services constitute a “commercial item” as defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” under 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the U.S. Government or any contractor therefore, Client only receives those rights with respect to the SaaS Services and Documentation as are granted to all other end users in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies, users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Client, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed in electronic form (or signed and scanned into electronic form) and shall be just as valid and enforceable as any original wet-ink signed version thereof.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Approved and Accepted By:

Interpersonal Frequency LLC

CLIENT

By: 
Harish R. Rao, CEO

By: 
William Emlen (Oct 2, 2024 08:13 PDT)
AUTHORIZED USER

Title: CEO

Title: County Administrator

Date: Sep 19, 2024

Date: Oct 2, 2024



EXHIBIT A: STATEMENT OF WORK

See Statement of Work in Exhibits A-1 and A-2.



EXHIBIT B: PREMIER SERVICE LEVEL AGREEMENT; SUPPORT & MAINTENANCE TERMS

This Service Level Agreement is integrated into and made a part of the Agreement and outlines the level of service that I.F. will provide in the event of outages, standard maintenance, scheduled maintenance and other issues with Client's hosted website.

Interpersonal Frequency (I.F.) will provide Client with our Fulcrum cloud server based SaaS hosting, managed Drupal (version 7, 9, or 10) CMS, necessary technical and support infrastructure, and the service levels detailed on the following pages, for a single website (or websites defined in Exhibit A). Domain Name Services (DNS), domain name registration fees, and security certificates for encrypted communication are not included (with the exception of certificates provisioned by I.F.). Additional websites or sub-domains not specified in Exhibit A are excluded and will be removed or suspended if detected unless previously authorized by I.F. in writing.

Fulcrum Cloud Services: Managed Hosting with Drupal CMS Care

The following sections cover Standard Maintenance, Scheduled Maintenance and Emergency Maintenance of the SaaS Services. With certain exceptions described below, each of these forms of maintenance are included with your Fulcrum SaaS subscription over the period specified.

Standard Maintenance

This is routine and necessary maintenance that is done in a way that does not interfere with Client's normal web server operations. This type of maintenance is done on a regular basis. I.F. prioritizes such maintenance based on Client's needs each month and may include:

- examining and rotating server and web log files
- checking automated backups, both of the site & database(s)
- applying standard operating system security patches
- applying standard operating system bug fixes
- applying infrastructure layer patches (PHP, cache, db, etc.)
- applying standard Drupal core CMS security updates
- applying standard Drupal module security updates
- disabling unused accounts, such as those unused for more than 60 days.

In the event there are critical patches that affect our operational security, either at the operating system level or at the Drupal CMS level, I.F. may elect to patch those components through our standard maintenance process at any time in our discretion. However, these are typically part of our Scheduled Maintenance (see below). Standard maintenance covers application and database issues. Backups are done automatically, with a typical minimum of one backup per day.

I.F. follows best practices for installing maintenance updates regularly on the test/staging server first before "pushing" these updates to the live servers. I.F. may request Client to review updates on the testing environment prior to going live. We reserve the right to deploy these types of patches without Client review.



Scheduled Maintenance: Covered by Separate I.F. Evolution and Support Plan

Scheduled Maintenance is a higher level of maintenance, where I.F. engineers make preventive or corrective modifications to the configuration of the server or web applications (e.g., Drupal CMS). SCHEDULED MAINTENANCE AS DESCRIBED BELOW IS NOT INCLUDED IN OUR FULCRUM SAAS SUBSCRIPTION. Scheduled maintenance is often part of an (optional) I.F. support plan. In any event, YOU ARE REQUIRED TO PERFORM (OR ALLOW TO BE PERFORMED) SCHEDULED MAINTENANCE, including but not limited to the tasks below. Failure to do so means we may suspend your service to ensure overall system integrity or security.

Tasks include, but are not limited to:

- applying Drupal CMS module updates
- applying Drupal minor version upgrades (e.g., Drupal 9.1 to Drupal 9.2)
- applying Drupal major version upgrades (e.g., Drupal 9.xx to Drupal 10.x)
- applying patches to custom software / applications, including custom Drupal Modules and third-party applications
- upgrading server software packages, including major “dot releases” (e.g., significant PHP version upgrades)
- major modifications to cloud server configuration (e.g., adding RAM/memory)
- major modifications to the operating system

Because such maintenance tasks are inherently riskier, these tasks are normally scheduled to occur outside of regular operating hours (see below). I.F. normally provides at least two days’ notice to affected clients for Scheduled Maintenance. Such maintenance down time does not count against our uptime guarantee. This policy exists to protect our client’s interests and the integrity of the software and hardware installation. A client may request that scheduled maintenance occur during business hours if the maintenance is specific to the client or on a Fulcrum dedicated subscription; if this is requested, we require our clients to submit a notice via our support intake system to confirm, as this is outside of I.F.’s policy. I.F. reserves the right to conduct scheduled maintenance at any time, in its discretion, should overall system stability be threatened.

Emergency Maintenance

Emergency Maintenance is performed by I.F. engineers in the event of a “Critical-High-Urgent” emergency, see definition under [Response Time Goals](#) section below. There are two types of emergencies: controllable and uncontrollable.

- Controllable emergencies are emergencies where our client commits an error that is largely preventable. Examples of such errors include but are not limited to bypassing restrictions of the CMS; client engineers performing code updates that were not tested and/or not operating from the Clients Who Code instructions; uploading very large files that are not optimized for the web; DNS changes made without at least two (2) advance day notification to I.F.; or denying the installation of a required security patch; errors caused by third-party APIs.
- Uncontrollable emergencies are emergencies that are largely out of the control of either the client or I.F., such as a break in internet connectivity or Distributed Denial-of-Service condition.



Both types of emergencies are covered by I.F. SLA response times (see below).

Hours of Operation

Interpersonal Frequency uses servers and resources solely in the continental United States of America, except for any Content Delivery Network (CDN) we may provide. The client is required to contact I.F. via authorized means for the response time commitments to apply: via the support intake system or toll-free phone number with a logged ticket. See our response time goals below. Business hours for I.F. are Monday - Friday, excluding Federal holidays, 9am ET - 5pm ET for our U.S. clients based in the Eastern or Central time zones, and 9am – 5pm PT for customers in the Mountain or Pacific time zones.

Getting Support for Fulcrum SaaS or for I.F. Support Plans

In order to obtain support, an authorized contact must request support via the support intake system (preferred) or, in an emergency, call toll-free 844-311-iFiF. You must always first make use of our dedicated toll-free telephone number and/or support intake system prior to calling any individual I.F. employees for our SLA commitments to apply. We make use of ticket tracking software to assist in tracking service requests. I.F. will release information and perform work requested to only to designated, pre-authorized individuals at each client. It is the client's responsibility to update I.F. with the correct authorized users, to include email address and mobile numbers, by having an existing authorized contact email I.F. support at the address above with any changes.

Uptime Commitment and Exclusions

Subject to the provisions of Section 3 (as to our Cloud Provider) and the other terms and conditions of the Agreement, our goal is for our SaaS hosting environment to provide an uptime of 99.9% for public (anonymous) site users and 99.9% for content editors/administrators on a rolling ninety-day basis. These guarantees exclude any Cloud Provider exclusions plus the following conditions:

- Scheduled maintenance;
- Issues caused by user error or by client-specific third-party integrations including controllable emergencies (see definition below);
- Denial-of-Service (DoS) conditions. DoS is defined as a condition where total inbound bandwidth to our CDN (if applicable) or Fulcrum origin servers unexpectedly (i.e., without notifying I.F. support 24 hours in advance) exceeds 120% of the previous 30-days' 90th percentile bandwidth, measured in Gbps;
- DoS-like conditions caused by a customer's unauthorized or inadvertent actions, including but not limited to penetration testing of Fulcrum systems ("pentesting") or other customer error such as excessive queries by an external service or insufficient operating limits of a Client-provided Third-Party service;
- External conditions which exceed normal and allocated operating limit;
- DNS (domain name server) issues, including customer DNS downtime;
- Previously unauthorized testing, scanning, port-scanning, and client security testing; you must notify I.F. through proper channels one week (5 business days) in advance to conduct such testing, and such testing is subject to I.F. Cloud Provider and I.F. approval at its sole discretion.

I.F. shall have the right, in its sole discretion, to ban IP addresses and/or restrict traffic in order to



maintain system stability if any of the above are detected or if the Cloud Provider takes any other remedial actions permitted under its terms of service. Our uptime commitment is only in effect if payment(s) for hosting are up-to-date. Optional Apache Solr or Elasticsearch service which may be included in your Premier Fulcrum hosting are excluded from our uptime commitment.

Emergency Service Conditions

This Agreement includes the following levels of emergency service:

- Uncontrollable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, I.F. will work to mitigate or fix any issues caused by increased traffic, denial-of-service attack, or other server or network based issues as quickly as possible. There is no additional charge above the standard monthly fee agreement so long as these issues are not caused by any change from the client or its contractors who have been authorized to work on Fulcrum Cloud Services or-related third party systems.
- Controllable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, a controllable emergency is any issue that could be corrected through the regular management admin interface and related web based interfaces available to the client. This includes, but is not limited to, issues that could be corrected by un-publishing content due to formatting issues, poorly formatted database queries caused by non-I.F. engineers on database(s), programming errors introduced by the client or by third-party tools and APIs integrated with the clients' website, or site usage/bandwidth exceeding allocated amounts (defined below), and unavailability relating to malware, viruses, Trojan horses, and/or malicious code that was introduced by the client directly or indirectly, and client DNS outage or usage of the site as a file server.

I.F. technicians will respond to "Critical/High/Urgent" emergencies (see definitions under "[Response Time Goals](#)" section below) issues within 1 (one) hour during regular business hours. You must notify us if you detect an issue via the modes identified in the earlier "[Getting Support for Fulcrum SaaS or for I.F. Support Plans](#)" section for our response times to apply. I.F. strives to respond more quickly than these time frames; these are our minimum commitments. I.F. engineers will determine if an outage or issue is an uncontrollable or controllable emergency based on overall hosting system availability for all I.F. clients; if no other clients are experiencing related or similar issues, we will preliminarily judge the issue to be "controllable." In any case, our first priority is to resolve any critical or emergency issues. After resolution, I.F. will perform a "root cause" analysis, which will provide information on why the failure occurred and how to prevent it in the future. If necessary, the root cause analysis will also judge the critical or emergency issue as "controllable" or "uncontrollable."



Response Time Goals

Criticality	Description	Response Time	Resolution Time Objective
Critical - High - Urgent	The production environment is unavailable for a large number of anonymous users or authenticated users or the Client's business operations are severely impacted with no available workaround.	Within 1 hour	1 hour
Medium	The production environment is operating but an issue is causing disruption of business operations and any workarounds are insufficient; environments that are severely degraded affecting authenticated user access (e.g., content authors, developers).	1 hour during business hours; 8 hours otherwise	4 hour during business hours; 12 hours otherwise
Low	All environments are operating, but the issue is inconveniencing a minority of public or authenticated users	2 hours during business hours; next business morning otherwise	5 business days

The above service response times and Resolution Time Objectives are our commitments, subject only to any constraints or limitations imposed by our Cloud Provider. I.F. makes every commercially reasonable effort to respond and resolve issues as quickly as possible. In general, we can respond to most Critical systems issues within five minutes.

During weekends, US Federal holidays, and evening hours, an emergency response fee of \$500 will be charged per incident and added to your hosting invoice should the incident be deemed a controllable emergency. This is in addition to any regular fees you pay for hosting. There is no charge (above the standard fee) for non-emergency issues responded to during normal business hours.

Escalation: In case of any kind of emergency issue that causes an outage, we automatically escalate to a supervising engineer after one hour (or faster if no relevant issues are seen). If the senior engineer cannot find the cause after one hour, it will be escalated to the network provider and, if necessary, the Cloud Provider.

Monitoring: I.F. uses commercially reasonable means to monitor our Cloud Services performance and Client site status. IT IS YOUR RESPONSIBILITY TO REPORT ISSUES TO I.F. VIA THE SUPPORT REQUEST WORKFLOW AND/OR PHONE NUMBER FOR OUR SERVICE COMMITMENTS TO APPLY. These systems automatically notify us of many possible issues. We reserve the right to deactivate or discontinue the use of any/all I.F. monitoring or alarms caused by intermittent issues unresolved by the Client, including Client DNS issues or API-limit issues causing throttling of Client-provided Third Party Services, at any time and suspend our uptime guarantee until such issues are remediated by the Client to the satisfaction of I.F. in its sole judgement.



Service Credit

I.F. strives to ensure that all the web properties we manage are accessible at all times. There are circumstances, both in and outside of our control that may cause interruptions of service. Our systems are monitored 24 hours a day through automated systems continuously, and our technicians are paged immediately upon any monitoring alerts. Should we be alerted to a problem, we will begin work during business hours and continue to work beyond regular business hours with no extra charge to Client. In the unlikely event that we are unable to meet our response time guarantee or our server uptime guarantee for reasons within our control (excluding those caused by Cloud Provider), I.F. will credit a pro rata amount. The amount of proration will be based on the formula: (Fulcrum Managed Cloud Hosting Yearly Fee) / 12 (i.e., number of months in a year) = amount of Service Credit. The Service Credit will exclude any fee paid for non-Fulcrum items (e.g., Drupal Support hours, if applicable, the pro rata bundled cost of a Voice of Citizen® subscription, CDN subscription). This service credit will be issued against a subsequent hosting invoice (e.g., the next quarter or year depending on your billing setup). If the issue is an uncontrollable emergency and we fail to respond in within our Response Time, we will also not assess any emergency response fee. We will measure the total time of failure using our internal monitoring system. One such service credit is available per each one-year subscription period.

Infrastructure, Scaling, and Redundancy

We provide redundancy through I.F. and the Cloud Provider's architecture, and both I.F. and the Cloud Provider each maintain automated tools to facilitate recovery where redundancy is not feasible. We engage Cloud Providers with a cloud server footprint in multiple data centers to facilitate restoration in the event of a datacenter-level failure. We urge you to use redundant providers for upstream services like DNS which Fulcrum Cloud Services rely upon.

Database and File size

Client website's (database and files) are limited in space (detailed in the Fulcrum hosting quote you will receive and/or in [Exhibit A](#) Statement of Work). Client will be notified if more space is required and billed for at then prevailing rates. The maximum file size permitted on our Fulcrum Cloud Services is 50MB; we recommend files no larger than 15MB hosted on our systems for optimal performance. Some clients will receive the (optional, extra fee) Fulcrum Large File Uploads feature; for such clients, the maximum file size permitted is 2GB.

Page Views & Bandwidth

Web hosting includes up to a defined maximum per month (see your Fulcrum hosting quote or [Exhibit A](#) Statement of Work), and consistent overage in page views will require additional hosting fees. In addition, total bandwidth transfer to Fulcrum origin servers is limited to 2TB (both inbound and outbound) each month. Our optional CDN/WAF/DDoS Third-Party service has virtually unlimited bandwidth for public / anonymous users included. We reserve the right to manage traffic across our upstream networks to protect our operations, including restricting traffic and/or IPs. VIDEOS ARE NOT ALLOWED TO BE HOSTED DIRECTLY ON OUR FULCRUM ARCHITECTURE; WE REQUIRE OUR CLIENTS TO USE A THIRD PARTY SERVICE (E.G., YOUTUBE) FOR VIDEO FILES. Should peak usage conditions require I.F. to horizontally or vertically scale origin server resources, I.F. will provision necessary resources to protect system integrity and invoice the Client at our cost + 20%.



Backups

Fulcrum automatically makes encrypted daily backups of content, files, and code repositories on production (“live”) systems. Daily backups are stored for 7 days. After 7 days, the daily backups are compiled into a single weekly backup. Daily backups then resume for the next 7 days. Up to 4 weekly backups plus any additional existing daily backups are available at any given time. Excessive requests for backup files (more than one request per calendar month) will be billed at the then-prevalent DevOps engineering rate (rounded up to the nearest half hour). For an extra fee, clients may elect the Fulcrum 6 Month Backup Retention Feature. For these clients, weekly backups are available for the preceding 6 months, on a rolling basis.

Infrastructure

The collective infrastructure of I.F. and its Cloud Provider provides burst capacity to millions of anonymous users, which will be able to handle the typical traffic on the client’s website. The hosting fee includes security updates for the Drupal CMS but not major/minor revision upgrades (e.g., Drupal version 9 to Drupal version 10). Such upgrades are handled via an optional I.F. support plan if desired. Our fee does include I.F. or Cloud Provider hosting infrastructure upgrades (e.g., hardware, operating system, etc.) as needed. I.F. reserves the right to adjust cache times (i.e., content publishing cache) to ensure client site operability.

Voice of Patron®/Voice of Citizen® SaaS analytics service

Premier SLA customers may receive a subscription to our Voice of Patron® (for public libraries) or Voice of Citizen® (for civic government) service, with semi-annual reporting (i.e., two (2) reports per year) and insights collection, included with their Fulcrum SaaS subscription. This technology collects analytics about your web users via an active (survey)-based system and passive (behavioral/clickstream) system. Please see related [Privacy Policy](#) and [Terms of Service](#).

Drupal Support from our Solutions Engineering Team

In addition to Drupal CMS Care, which is a part of our Fulcrum SaaS services, we may provide you with an I.F. Support contract. Support Contract hours are separate from Drupal CMS maintenance services. However, you will contact the I.F. Solutions Engineering Team through our support intake system as you would for Fulcrum-related questions. Drupal Support contract response times are different than Fulcrum cloud services response times and negotiated separately as part of your Support contract.

Updates to this Agreement

This Service Level Agreement (SLA) is subject to change at any time, in our discretion, and such changes or amendments will automatically apply to the Agreement and to this Exhibit B.

Disaster Recovery

I.F. provides superior service level guarantees on network uptime, infrastructure availability and server failure replacements, subject to the terms of use of our Cloud Provider. These high level service commitments are augmented with a high- availability backup placed in a separate data center of the Cloud Provider.



Network Outage Scenario

In the event of a prolonged network outage, if possible and at the Client's written request, I.F. will move the client web site/systems to another facility. The website and data will be recovered from the most recent available known-good backup of the site, and moved to a separate hosting provider once the new infrastructure has been made available to I.F. engineers. Migration to the new Cloud Provider or alternative facility will be billed at the then current I.F. billing rates (if an I.F. support plan is not already in place), and the hosting costs of the new servers are the responsibility of the client.

Severe Cloud Server or Infrastructure Failure Scenario

In the event of a severe server or infrastructure failure whereupon the client's website or applications are rendered unreachable, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the clients' website from the most recent "good" backup upon provisioning by I.F. of new servers. This will be done at no additional charge to the client so long as it is not the result of a controllable emergency issue, as defined above.

Data Center Disaster Scenario

In the unlikely event of a natural or man-made disaster that disables the entire data facility within which our clients' website(s) reside, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the client's web site, at the client's request, to an unaffected data center, assuming that the backup is recoverable from the affected data facility. Migration to a new Cloud Provider or Cloud Provider hosting facility will be billed at then-current I.F. billing rates, and the hosting costs of the new servers are the responsibility of the client. The client's website may be restored from a backup to a secondary Cloud Provider site at no charge.



Security for Fulcrum Cloud Services & SaaS Services

Fulcrum is designed specifically as an enterprise government Drupal web platform and uses a security first approach. Subject to the terms of use of our Cloud Provider, Fulcrum provides a secure platform where I.F. customers may develop and maintain highly-available, secure websites. Subject to the terms of use of our Cloud Provider, I.F. manages, monitors, and secures the environment where our customer websites run including the operating system and LEMP (Linux, Nginx, MySQL, PHP) stack and network layers. Additionally, I.F. provides tools to manage this system.

Subject to the terms of use of our Cloud Provider, I.F. will protect our customers' Drupal installation with secure infrastructure, appropriately configured access to resources, and industry-leading best practices around updates and managing data. Fulcrum provides:

- Docker-container based architecture, wherein every component is isolated and treated from a least-trust model where possible
- Denial of Service Protection via Third-Party product DDoS protection (optional), WAF (Web Access Firewall), and Amazon AWS load balancer/IP means
- Automated security monitoring on the Fulcrum origin servers
- HTTPS with End-to-end encryption (the client is responsible for providing security certificate(s) unless LetsEncrypt.org service is used, as recommended)
- IP-access control via Fulcrum Streamlined Access (FSA) and optional MFA (multi-factor access)
- Role-based permissions
- Automated encrypted backup and retention, including hourly backups of production environment database (Note: restoration requires a support ticket to I.F. support)
- Secure code and database access via version control and other means (Note: I.F. does not provide direct database access to Fulcrum SaaS Services)
- Secure Cloud Provider data centers that are SOC 2 Type II and/or ISO 27001 certified; (optional GovCloud FISMA/FedRamp environment available though not recommended for I.F. non-U.S. Government customers).

Security Monitoring & Network Intrusion Protection

I.F. runs a multitude of automated and other checks in real time of its Fulcrum cloud-hosted environment, made available to our DevOps team. These systems allow logging and auditing of activities via monitoring tools like New Relic. I.F. uses AWS security groups and public/private key as the only way a Fulcrum admin can access a server for administration level access (command line access). Traffic is tunneled to origin servers, preventing circumvention of request validation, filtering, and caching. At the container layer, our infrastructure detects and prevents unauthorized host access. Our logging infrastructure records the identity of blocked accounts for later investigation. Security logs from the servers are collected and analyzed.

Denial of Service Protection

I.F. works with Amazon (or other Cloud Provider) and Third-Party CDN/WAF/DDoS product (if selected) to provide management of denial-of-service attacks, filtering ongoing attacks and isolating traffic streams



through Cloud Provider load balancers for each production (live) site and the production environment. Our CDN/WAF/DDoS services (which are optional) include BGP origin protection, making it challenging for public users to uncover the Fulcrum origin IPs. Fulcrum is designed from the ground-up to mitigate malicious bot attacks. Our solution's optional CDN/WAF/DDoS provides significant protections against Botnet attacks (layer 3, 4, and 7 OSI-model attacks), as well as BGP origin protection. I.F. and its Cloud Provider defend, host and defend some of the largest government customers in the United States. We are confident of providing you a highly available platform should you select our Fulcrum with CDN/WAF/DDoS Cloud Services.

Data Center Security

I.F.'s primary data centers are with Amazon Web Services (AWS), which provides 24/7 direct support on any issue. Access to data centers is granted through both keycard and biometric scanning protocols, and protected by round-the-clock surveillance monitoring. Every AWS data center employee undergoes a thorough background security check before hiring. The I.F. team does not have access to physical servers except those that may be provided by a client at a DR facility should you so choose (which is not a standard part of Fulcrum Cloud Services).

I.F. Employee Administrative Access

We grant access according to least privilege. Authorized employees can interact with servers via a secure system without terminal access—and if they must, SSH-key based authentication is used (no direct SSH to Fulcrum SaaS is possible; a bastion server is used). All I.F. DevOps and Drupal engineering employees, including the core team and Drupal Solutions Engineers, have undergone rigorous background checks. Our team is chosen and trained specifically for the needs of security conscious U.S.-based government customers.



Releasing Patches and Updates

I.F. and its Cloud Provider manage each dedicated Fulcrum instance for large customers individually, including the patch and update schedule. I.F. and its Cloud Provider continually deploys new container and upgrades to the infrastructure in the background, including the latest supported kernel, OS, and packages. Containers are migrated to the updated instances automatically and the older systems are retired. Core CMS application updates and security patches are tested internally by the dedicated I.F. Drupal Solutions Engineering team before release to production. We and our Cloud Provider reserve the right to deploy system and application patches to protect the integrity of the system at will. If requested, we will make reasonable efforts to seek your approval prior to patch deployment.



Interpersonal Frequency Privacy Policy Effective: 9/1/2018

This Privacy Policy explains how information is collected, used and disclosed by Interpersonal Frequency (I.F.) with respect to the access and use of our systems and our SaaS services, including our Fulcrum Cloud Services and Voice of Citizen®/Voice of Patron® analytics and Aggregated Statistics. This Privacy Policy does not apply to any third-party websites, services or applications that you may access by or through our services and we advise you, as our Client, to review this Privacy Policy and implement any conforming changes in your own website Privacy Policy and/or user agreements.

FOR THE AVOIDANCE OF DOUBT, INTERPERSONAL FREQUENCY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF CLIENT'S PRIVACY, ONLINE COOKIE AND OTHER DATA PRIVACY AND PROTECTION POLICIES AND PROCEDURES (INCLUDING USER OPT-IN OR OPT-OUT FUNCTIONALITIES) APPLICABLE TO CLIENT'S WEB SITE AND/OR ANY OTHER PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE ACCESSED OR USED BY OR THROUGH OUR SERVICES. WE ARE NOT IN A POSITION TO, AND OUR SERVICES DO NOT INCLUDE, ANY FORM OF PRIVACY IMPACT REPORT OR DATA PROTECTION IMPACT ASSESSMENT INVOLVING CLIENT'S BUSINESS, ITS OPERATIONS, ITS USER BASE AND/OR ITS MARKETING PRACTICES. NEVERTHELESS, I.F. WILL BE PLEASED TO COLLABORATE WITH CLIENT ON ANY OF THESE ISSUES OR CONSIDERATIONS ON SUCH TERMS AS MUTUALLY AGREED OUTSIDE THESE TERMS OR OUR AGREEMENT.

Information We Collect

Non-Personally-Identifying Information

Like most website operators, I.F. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as (but not limited to) the browser type, language preference, referring site, and the date and time of each visitor request. Depending on your service level (and specifically, if you are using the Voice of Citizen®/Patron® analytics platform), we may also collect information on behaviors of our clients' end users; for example, what links or pages they are visiting and how much time they spend on a page. The purpose in collecting non-personally identifying information is to better understand how our clients' web users utilize the website. We only collect such behavioral data with authorization from our client.

From time to time, I.F. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its clients websites. You may choose to opt-out of participation in such aggregation. If you select to opt-out of participation in data-aggregation/benchmarking, and in fairness to our other clients, you will not be provided certain benchmark data about your website performance in comparison to others. I.F. also collects information like Internet Protocol (IP) addresses. I.F. does not use such information to identify its visitors, however, and does not disclose such information, other than under the circumstances described below.

Personally-Identifying Information

Certain visitors to I.F.'s websites choose to interact with I.F. Cloud Services & SaaS Services in ways that require I.F. to gather personally-identifying information (PII). The amount and type of information that I.F. gathers depends on the nature of the interaction. I.F. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with I.F. or, more often, its Client's end users. I.F. does not disclose personally-identifying information other than as described below. Visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We do not knowingly collect personal information from children. If we learn that we have collected personal information of a child under 13, we will take steps to delete such information as soon as possible. We also provide our clients with methods to reduce the



amount of PII collected; for example, through the use of an “exclude” tag in data submission or data display fields.

Information Collected for Others

Through our services our clients can collect information about how their end users use their websites and certain third-party applications, as well as how those websites and applications are performing. Our technology also provides diagnostic predictions based on sophisticated machine learning algorithms. Our clients determine the types of data and information that is sent to I.F. for collection and analysis. The collection of this data and information by our clients is subject to their own privacy policy.

Because our clients have discretion to determine what data and information is collected about or from their users, our Privacy Policy does not apply to any end user data that we may collect, obtain, or access in connection with operating our services on behalf of our clients. We ask that our clients abide by all applicable laws, rules and regulations, including laws relating to privacy and data collection and post an online privacy policy that provides users with clear notice of its practices regarding data collection, use, and disclosure, however, we have no control over our clients’ activities or the disclosures they make in their privacy policy.

We may analyze end user data and information in the aggregate for purposes of internal research and/or to determine overall trends or metrics concerning how users are engaging with websites and may report such general trends publicly, without disclosing any specific end user data and information.

Cookies

Cookies are strings of information, generally a small text file that web browsers place on a web visitor’s computer. I.F. makes use of cookies only for customers using our optional Voice of Citizen/Patron service. I.F. does not make use of cookies for its non-Voice of Citizen/Patron web hosting customers unless it is necessary for client-initiated diagnostic test purposes. In the event of cookie usage, I.F. uses both session-based and persistent cookies. Session cookies exist only during one session, and disappear when you close your browser. Persistent cookies remain on your computer after you close your browser or turn off your computer. Most internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

How We Share the Information We Collect With Others

I.F. will not share personally-identifiable information about you to anyone, unless you instruct us to do so or if we notify you that the information you provide will be shared in a particular manner and you provide such information. If you are a Client of I.F. and have provided your email address, I.F. may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what’s going on with I.F. and our products.

I.F. may disclose non-personally-identifying and personally-identifying information to its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on I.F.’s behalf or to provide services available through I.F., and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using I.F.’s website and services, you consent to the transfer of such information to them.

Other than to its employees, contractors and affiliated organizations, as described above, I.F. discloses personally-identifying information only when (or if we believe we are) required to do so by law, or when I.F. believes in good faith that disclosure is reasonably necessary to protect the property or rights of I.F.,



third parties or the public at large. I.F. may also transfer and/or provide information about you in connection with an acquisition, sale of company assets, or other situation where customer and user information would be transferred as one of I.F. business assets.

We will share the data and information we collect for our clients with that organization. We do not share any specific end user data or information with individuals or with other companies, other than with the specific customer whose website transmitted the data and information to us. We may share information about our clients and their end users in anonymous and/or aggregated form with third parties for industry analysis, demographic profiling, research, analysis and other similar purposes.

How to Access Your Information

Please contact the I.F. support via the I.F. support intake system to access your information or to contact an I.F. Research Analyst. Information will only be provided to Authorized Users.

Security Measures We Take to Protect Your Information

I.F. and its Cloud Provider employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. We and our Cloud Provider use standard industry practices to help prevent unauthorized use of, access to or alteration of visitor and user information and hosted data. These practices include the appropriate use of firewalls, HTTPS encryption, limiting storage of financial information to a PCI compliant third party provider (if applicable to you), system redundancies, and hosting at a 24/7 secured, controlled environment. In the event that your personal information is compromised as a result of a breach of security, we will promptly notify you if your personal information has been compromised, as required by applicable law.

Privacy Policy Is Subject to change

Any information that is collected is subject to our Privacy Policy in effect at the time such information is collected. I.F. may modify and revise its Privacy Policy from time to time. If we make any material changes to this policy, we will notify you of such changes by emailing a link to the updated privacy policy to the primary Authorized User on file for your account at least thirty (30) days prior to the change(s) taking effect. Your continued use of our services after any change in this Privacy Policy becomes effective will constitute your acceptance of such change(s).



Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS

Effective: September 1, 2018

The following terms and conditions (the “Terms”), which are hereby incorporated into and made a part of our Agreement, govern the use of the services made available through Interpersonal Frequency’s Voice of Citizen® (for our municipal and state government as well as not-for-profit customers) and/or Voice of Patron® service (for our library customers) (collectively, our “Services”), which are provided to Client (“you”) subject to your compliance with these Terms and any other operating rules, policies and procedures (including, without limitation, I.F. Privacy Policy and Security Policy) set forth in our Agreement or published from time to time by Interpersonal Frequency. By accessing and/or using our Services, you are agreeing to be bound by these Terms and our Agreement, which constitute a binding legal agreement between us. In some cases, your use of certain services may be subject to additional terms, which will be presented to you when you sign up to use or engage in those services.

Voice of Citizen® / Voice of Patron® Service

I.F. provides predictive analytics tools for collecting website survey (qualitative) and behavioral (quantitative) data for improving citizen (and/or patron) experience on our customer’s websites. Our Services may change from time to time, or we may stop (permanently or temporarily) providing our Services (or any features therein) to you or to users generally. We reserve the right to create limits on access and use of the Services in our sole discretion.

We may make available certain software to install on your website(s) in order to access and use our Services. As long as you comply with these Terms and our Agreement, you have the right to install and use our software to access and use the Services for your own website(s). This non-exclusive, limited license, which may be terminated by I.F. at any time in its discretion, is for the sole purpose of enabling you to use the Services in the manner permitted by these Terms and our Agreement during the term thereof. You may not copy, modify, derive, distribute, sell, or lease our software or any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of our software, unless you have our written permission. Subject to the foregoing license, all right, title and interest in and to our software and Services is retained by Interpersonal Frequency.

Acceptable Use Policies

Use of the Services

You are responsible for your use of the Services and you agree that you will only use our Services in compliance with these Terms and our Agreement and all applicable laws and regulations.

Privacy

OUR PRIVACY POLICY IS FOR YOUR BENEFIT AND IS NOT DESIGNED TO APPLY DIRECTLY TO YOUR OWN WEB SITE OR TO YOUR RELATIONSHIP WITH YOUR USERS (INCLUDING AUTHORIZED USERS). YOU AGREE TO PUBLISH AND ABIDE BY AN APPROPRIATE PRIVACY POLICY (AND COOKIE POLICY) THAT ADEQUATELY AND TRANSPARENTLY DESCRIBES YOUR COLLECTION, USE, STORAGE AND SHARING OF ANY INFORMATION YOU COLLECT FROM THE USERS OF YOUR WEBSITE(S) USING THE SERVICES BASED ON WHATEVER LAWS AND REGULATIONS MAY APPLY TO YOU AND TO YOUR USE. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS RELATING TO YOUR COLLECTION, USE AND SHARING OF THE INFORMATION YOU COLLECT FROM USERS OF YOUR WEBSITE USING THE SERVICES. YOU WILL NOT (AND WILL NOT ALLOW ANY THIRD PARTY TO) USE OUR SERVICES TO TRACK OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL DATA OF USERS WITHOUT PROPERLY INFORMING YOUR



USERS OF YOUR SPECIFIC DATA COLLECTION PRACTICES AND MEETING ALL OTHER APPLICABLE LAWS AND REGULATIONS.

Enforcement

Without limiting any other remedies, I.F. has the right (though not the obligation) to, in I.F.'s sole discretion (i) refuse Services to or remove anything that, in I.F.'s reasonable opinion, violates any I.F. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services to any individual or entity for any reason, in I.F.'s sole discretion.

Unauthorized Activities

You may not do any of the following while using or accessing the Services:

- attempt to access the Services or download content from the Services through the use of any engine, software, scraping tool, agent, device or mechanism other than the software provided by us;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for the benefit of any third party or in any manner not permitted by these Terms or our Agreement;
- violate any applicable law or regulation; or
- encourage or enable someone to do any of the foregoing.

We reserve the right to access, read, preserve and disclose any information provided through the Services we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of I.F., our users and the public.

Your Representations

You represent and warrant that (i) you have the necessary power and authority to enter into these Terms and our Agreement (if you are agreeing to these terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms and our Agreement) and (ii) your use of the Services will be in strict accordance with these Terms and our Agreement, the I.F. Privacy Policy, the applicable Acceptable Use Policy and all applicable laws and regulations (including without limitation any local laws or regulations in your country regarding online conduct and acceptable content and/or the transfer of personal data to the United States from the country in which you reside) and will not infringe, violate or misappropriate the rights of any Party, user or third party.

Termination of Services

You can terminate your Service and these Terms (without termination of our Agreement) at any time by removing our software code from your website(s) or by providing notice of termination of these Terms to us. We reserve the right to terminate or suspend your access to any or all portions of the Services for your violation or breach of any of these Terms or our Agreement. Upon any such termination, all rights and licenses granted to you in these Terms (and in our discretion our Agreement) immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms or our Agreement, you will not be entitled to any refund of any fees for services rendered or provided nor will any fees be credited or reimbursed to you in any form for services rendered or provided and you will have no further right to access any of the foregoing.



Refund Policy

There will be no refunds or credits for partial periods of service or refunds for months unused, nor can we append "unused service" to your account should you wish to reactivate in the future.

Information and Intellectual Property Rights

I.F. may retain and use, subject to the terms of its Privacy Policy, information collected in your use of the Services (other than Client Data that continues to identify you). I.F. will not share information associated with you or your website with any third parties unless I.F. (i) has your permission; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of I.F., our users or the public; or (iii) provides such information in anonymous or aggregated form that does not identify you.

You agree that I.F. may identify you (or your organization's and use your organization's logo) in our marketing materials to identify you or your organization as a user of the Services, and you hereby grant us a non-exclusive, royalty-free license to do so on in any media now or later developed in connection with any marketing, promotion or advertising of the Services.

Our Services and our Site are protected by copyright, trademark, and other laws of the United States and foreign countries. I.F. and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Site. All rights not granted to you under this Agreement are reserved by and to Interpersonal Frequency for itself and its licensors.

