COLUMBIA ULTIMATE®

Exhibit B

ULTIMATECONTACTS AGREEMENT

Parties:

Columbia Ultimate, Inc., a Washington corporation ("Columbia Ultimate")
4400 NE 77th Avenue, Suite 100
Vancouver, Washington 98662
Telephone: 360-256-7358
NAME (notice party)

County of Monterey, Client ID# 53839 ("Client")
168 W Alisal St 1st Floor
Salinas, CA 93901-2437

This UltimateContacts Agreement consists of this page ("Signature Page"), the attached terms and conditions ("Terms and Conditions"),the attached schedules listed below ("Schedules"), and any initial service orders at time of signing or service orders entered into after the signing of this agreement ("Service Order(s)").

		Client Initials	Columbia Ultimate Initials
Terms and Conditions	Included	Included	Included
Schedules			
Schedule A – Technical Requirements			
Schedule B – Usage Rate Terms			
Schedule C – Support Services Agreement			
Service Orders			
UltimateNegotiator			
UltimateMessaging			
UltimateContacts Predictive Dialer /IVR			
UltimatePayments			

The parties are signing this agreement on the date last indicated below:

County of Monterey
Authorized Signature

By: _____

Print Name: _____

Title: _____

Date: _____

COLUMBIA ULTIMATE, INC.
Authorized Signature

By: _____

Print Name: RONALD K FAUQUHER

Title: CEO

Date: 11/30/18

UltimateContacts Agreement

Terms and Conditions

1. **BACKGROUND.** This agreement provides the Client with a license to access Columbia Ultimate's hosted telephony and predictive dialer system, commonly called UltimateContacts, subject to the terms and limitations set forth in this agreement, its Service Orders, and following schedules.

2. **DEFINITIONS.** The following definitions apply in this agreement for capitalized terms:

UltimateContacts Services: include but are not limited to UltimateNegotiator, UltimateMessaging, UltimateContacts Predictive Dialer, UltimatePayments, and the corresponding services and software.

Client Information: means Client's contact and other business information, as set forth in the CU Client Portal.

Client Bill Date: means the date each month that the Client is billed for the Ultimate Contacts Services. The Client Bill Date is determined by the Service Activation Date as described in Section 4.3.

CU Client Portal: means the Columbia Ultimate client administration website accessible via login at Columbia Ultimate's on-line Client Center.

Service Activation: has the meaning set forth in Section 4.1.

Service Activation Date: is the date on which Client's account is activated and provisioned and has the meaning set forth in Section 4.1.

Seats or Seat Licenses: means the maximum number of concurrent Client users that may simultaneously access UltimateContacts. The number of Seat Licenses is as set forth on the Service Orders.

Term: has the meaning set forth in Section 5.1.

3. **USE OF THE ULTIMATECONTACTS SERVICES.**

3.1. SERVICE ORDERS. The form of Service Order incorporated into this agreement as supplements provides description and pricing of the UltimateContacts Service ordered from Columbia Ultimate. Client shall complete an initial Service Order prior to being provided access to any UltimateContacts Services. Thereafter, Client shall complete a Service Order each time Client wishes to order additional UltimateContacts Services. Each Service Order shall indicate: (i) the UltimateContacts Services selected by Client, including any premium services; (ii) the implementation services to be provided by Columbia Ultimate for such UltimateContacts Services; (iii) the term of such UltimateContacts Services; (iv) the applicable UltimateContacts Service Seat License fee, implementation fees and activation fees; and (v) any other special terms or fees that may apply to the selected UltimateContacts Services. Service Orders are only valid once signed by both Client and Columbia Ultimate.

3.2. CLIENT INFORMATION. Client shall provide and maintain accurate, current and complete registration of Client Information in the CU Client Portal, including, without limitation, Client's legal name, address, email address, telephone number and, where applicable, payment information. Client agrees to promptly notify Columbia Ultimate of any changes in Client Information and to verify such information as Columbia Ultimate may reasonably request. Client acknowledges and agrees that Client's failure to provide Columbia Ultimate with accurate Client Information may lead to Columbia Ultimate' suspension or termination of Client's account and/or access to the UltimateContacts Services, which suspension or termination shall be in the sole discretion of Columbia Ultimate.

3.3. LICENSE. Subject to the terms and limitations of this agreement, Columbia Ultimate agrees to provide to Client a license to access the UltimateContacts Services set forth on a Service Order, up to the number of Seats specified on such Service order, during the Term (as defined below) on a non-exclusive, non-transferable, revocable basis, solely for Client's internal business purposes.

3.4. USE RESTRICTIONS. Client agrees not to (i) license, sublicense, sell, resell, transfer, assign, donate, distribute or otherwise commercially exploit or make the UltimateContacts Services available to any third party in any way; (ii) modify or make derivative works based upon the UltimateContacts Services; (iii) create unauthorized Internet "links" to the UltimateContacts Services or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the UltimateContacts Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the UltimateContacts

Services, or (c) copy any ideas, features, functions or graphics of the UltimateContacts Services.

3.5. TECHNICAL REQUIREMENTS FOR USE OF ULTIMATECONTACTS. In order to utilize the UltimateContacts Services, Client must adhere to certain technical specifications and acquire and maintain certain minimum hardware, software and Internet connectivity, as specified on Schedule A attached hereto ("**Required Equipment**"). During the sales process and prior to the UltimateContacts Services activation, Columbia Ultimate, with Client's cooperation, will conduct an assessment of Client's current equipment. Based on this assessment, Columbia Ultimate may recommend adjustments to the equipment in order to meet the minimum technical requirements to utilize the UltimateContacts Services. Client is ultimately responsible for implementing any recommendations made by Columbia Ultimate with respect to Required Equipment and also for the ownership and ongoing maintenance of Required Equipment. Columbia Ultimate's recommendations with respect to Required Equipment do not constitute a guarantee or warranty as to the future suitability of the Required Equipment for operating the UltimateContacts Services. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR OBTAINING AND SUPPORTING REQUIRED EQUIPMENT AS NECESSARY TO UTILIZE THE ULTIMATE CONTACTS SERVICES, AND CLIENT MAY NOT TERMINATE THIS AGREEMENT OR REQUEST A REFUND BASED ON A FAILURE OF ITS HARDWARE, SOFTWARE OR INTERNET CONNECTIVITY TO PROPERLY FUNCTION WITH THE ULTIMATE CONTACTS SERVICES.

4. ACTIVATION, FEES, AND BILLING.

4.1. INITIAL SERVICE ACTIVATION AND PROVISIONING. Prior to the activation of the UltimateContacts Services set forth in Client's initial Service Order, Client shall pay Columbia Ultimate the fees specified in the Service Order, including implementation and activation fees, as well as the Seat License fees and pre-paid per minute usage or transaction fees (collectively, the "**Activation Fee**"). Upon receipt of the Activation Fee, Columbia Ultimate will activate Client's account and commence the provisioning process for the UltimateContacts Services (the date of the initial Service Activation represents the "**Service Activation or Provisioning Date**"). The initial provisioning process creates the Client's unique domain within UltimateContacts, and enables the Client to login and access UltimateContacts, upload and access data, and make and receive calls.

4.2. SUBSEQUENT SERVICES. For subsequent UltimateContact Services, Columbia Ultimate shall commence the provisioning process for the additional UltimateContacts Services as required by such additional Service Order upon receipt of the applicable Activation Fee.

4.3. FEES, CLIENT BILL DATE, AND BILLING CYCLE. Client shall pay Columbia Ultimate the recurring fees for the UltimateContacts Services as set forth on an applicable Service Order ("**Service Fee**"). Unless otherwise indicated in a Service Order or in this agreement, Client shall pay all monthly Seat License Fees in advance and per minute usage as it is used. The Client's billing cycle begins on the Service Activation Date. The Client shall be invoiced on the first of every calendar month thereafter (the "**Client Bill Date**"). The Client Bill Date will be the bill date for all UltimateContacts Services ordered by Client pursuant to this agreement, and partial months shall be pro-rated. Each invoice will include all recurring monthly Service Fees for the applicable UltimateContacts Services in use by Client and any additional recurring premium services for the next billing month, all usage charges incurred during the prior billing month, as detailed on Schedule B, and, if applicable, any professional services or other one-time charges for services delivered during the billing period.

4.4. Prepaid Usage Minimum Balance. Columbia Ultimate requires that, prior to activation, Client deposit a certain amount of prepaid usage service fees ("**Prepaid Usage**") as stated in the Service Order. As calls are made, the cost of each call is debited from the Prepaid Usage balance. The running balance of Prepaid Usage is viewable on the My Account section of the CU Client Portal. When the account balance reaches the minimum threshold Columbia Ultimate will attempt to auto charge the credit card on file or initiate an ACH to replenish the account balance. Client is ultimately responsible for reviewing and maintaining a sufficient Prepaid Usage balance to ensure continued use of the UltimateContacts Services. In the event that Client's Prepaid Usage balance runs out, Columbia Ultimate will suspend access to the UltimateContacts Services and Client will be unable to use the UltimateContacts Services. However, prior to taking such action, Columbia Ultimate shall provide Client with reasonable notice of the level of the Prepaid Usage balance to allow Client to replenish the account balance. Columbia Ultimate may from time to time upon notice to Client increase the Client's required

minimum Prepaid Usage balance to reflect Client's actual usage patterns or other changes.

4.5. PAYMENT TERMS. Payment terms for Service Fees and other fees due on a given invoice are due within twenty (20) days of receipt of invoice, unless otherwise stated on the invoice. Payment of all fees (including any Service Fees and Activation Fees), whether in advance of service or for services incurred, may be made by cash, check or wire transfer of immediately available funds to Columbia Ultimate or by credit card, if expressly authorized by Columbia Ultimate in advance. Clients electing to use a credit card to pay for Columbia Ultimate services shall complete a credit card authorization form that expressly authorizes Columbia Ultimate to charge directly the credit card account number provided by Client to pay for any and all charges legitimately incurred and invoiced under this agreement. Client shall be responsible for all sales, value-added or similar taxes due under this agreement. Past due balances, including past due balances resulting from returned checks or charge-backs, are subject to an interest charge of 1.5% per month or the maximum amount permitted by applicable law, whichever is less.

4.6. REFUND POLICY. All prepaid fees under this agreement are non-refundable, except if Client's account is closed in good standing under the terms of this agreement, with all balances paid in full, the unused balance of Prepaid Usage shall be refunded to Client.

4.7. DISPUTED CHARGES AND RESOLUTION OF DISPUTES. Client agrees to pay all charges under this agreement without counterclaim, setoff or deduction. In the event, Client legitimately and reasonably disputes an invoiced amount, Client will provide Columbia Ultimate with written notice of the amount in dispute and the basis for the dispute within seven (7) business days of receipt of the invoice. Columbia Ultimate agrees that it will work with Client to reasonably and expeditiously resolve the dispute.

4.8. NO WAIVER. Failure of Columbia Ultimate to charge Client's credit card or to invoice Client in a timely manner for any amounts due under this agreement shall not be deemed a waiver by Columbia Ultimate of its rights to payment for such amounts, and all outstanding amounts shall remain due and payable by Client.

5. TERM, TERMINATION AND RENEWAL.

5.1. INITIAL TERM AND AUTOMATIC RENEWALS. Unless earlier terminated as provided in this agreement, this agreement shall commence on the Service Activation Date, shall continue for one (1) year ("**Initial Term**") thereafter, and shall automatically renew for consecutive one (1) year terms (each a "**Renewal Period**" and all Renewal Periods together with the Initial Term, the "**Term**"), unless either party provides notice of its intent not to renew this agreement in accordance with Section 5.3.

5.2. CHANGES TO SERVICE FEES DURING RENEWAL TERMS. Columbia Ultimate reserves the right to modify its Service Fees and charges for premium services for future Renewal Periods but agrees to provide Client with at least thirty (30) days prior written notice thereof to allow Client sufficient time to exercise its right to cancel service at the expiration of the then current term.

5.3. CANCELLATION NOTICE REQUIREMENT. Client or Columbia Ultimate may terminate this agreement or partially reduce its UltimateContacts Services under this agreement by providing the other with not less than thirty (30) days' prior written notice.

5.4. SUSPENSION OR TERMINATION BY COLUMBIA ULTIMATE. Columbia Ultimate may suspend or cancel Client's access to the UltimateContacts Services or terminate this agreement as follows:

5.4.1. FOR CESSATION OF ULTIMATECONTACTS SERVICES. Columbia Ultimate may suspend access to any portion or feature of the UltimateContacts Services by providing Client with written notice at least thirty (30) days prior to the date it intends to cease providing such UltimateContacts Services.

5.4.2. FOR DELINQUENT ACCOUNTS. Columbia Ultimate may immediately suspend or disable Client's access to the UltimateContacts Services for any accounts for which payment is delinquent.

5.4.3. FOR ACTUAL OR POTENTIAL HARM TO COLUMBIA ULTIMATE OR A THIRD PARTY. Columbia Ultimate may immediately suspend or terminate Client's account if Columbia Ultimate in good faith has reason to believe that Client is (a) using the UltimateContacts Services in a manner that may cause immediate and ongoing harm to Columbia Ultimate or to a third party, including but not limited to, actions that violate federal, state or local laws, rules or regulations, such as compliance with "Do Not Call Lists", FDCPA violations, TCPA violations; (b) compromising the security of the UltimateContacts Services and the privacy of Columbia Ultimate' other Clients; (c) exceeding an acceptable threshold of dropped or short duration (<6 seconds) calls or (d)

engaging in other activity not specifically identified herein that could reasonably be construed as causing or potentially causing harm to Columbia Ultimate or a third party

5.5. TERMINATION BY EITHER PARTY FOR BREACH. Except as otherwise expressly provided herein, either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of a breach of any provision of this agreement by the other party.

5.6. RESUMPTION OF SERVICE. Client's resumption of access to the UltimateContacts Services following a suspension by Columbia Ultimate for the reasons cited above will not extend the then current Term or result in an extension of the period covered by the prepaid Service Fees. Resumption of Client's account following suspension or termination by Columbia Ultimate is subject to the sole discretion of Columbia Ultimate. If Columbia Ultimate allows Client to resume using the UltimateContacts Services, Client may be subject to a reconnection fee and applicable retraining fees, and must pay in full all outstanding account balances.

5.7. NO CLIENT INITIATED SUSPENSIONS OF SERVICE. Client understands that it has entered into an agreement with a specific term and that nothing contained in the agreement conveys the right to the Client to suspend service in whole or in part during the Initial Term or during subsequent Renewal Periods, nor is the Client entitled to a refund of any prepaid UltimateContacts fees on the basis of requesting a suspension of service.

5.8. EFFECT OF TERMINATION. Upon termination of this agreement, (i) all licenses and rights granted hereunder shall immediately terminate and Client shall have no right to continue to access or use the UltimateContacts Services, (ii) each party shall return or, at the option of the other party, destroy all confidential information of the other party in its possession or control, and (iii) Client shall promptly pay all outstanding fees and charges associated with Client's account up through the date of termination, (including charges for services delivered by Columbia Ultimate that have not yet been invoiced such as local and long-distance charges and any termination fee, if applicable), provided that Columbia Ultimate reserves the right to apply any security deposit or prepaid charges or other amounts delivered by Client to Columbia Ultimate to satisfy any amounts owed to Columbia Ultimate under the terms of this agreement. In the event that Columbia Ultimate takes any action to collect payment or to enforce any provision of this agreement, Client agrees to pay all reasonable costs of such action or suit incurred by Columbia Ultimate (including fees for bad checks or similar fees), including reasonable attorney's fees and costs and any interest on any unpaid amount. All outstanding payment obligations and Sections 2, 3.5, 5.8, 7.1, 8, 9, 10, 11, 12, 13, and 14 shall survive any termination or expiration of this agreement.

6. CLIENT ACCOUNTS AND SECURITY.

Client is responsible for all authorized and unauthorized access, activities and charges associated with the Client's account and/or password(s) with Columbia Ultimate, except for unauthorized charges that are the result of Columbia Ultimate's negligence in providing sufficient safeguards against unauthorized third party access to Client's account. Client is responsible for the confidentiality of its password(s), for all charges incurred from the use of the UltimateContacts Services with its password(s), and for any and all charges made through the Client's account by Client's employees, agents, principals, consultants, or other entities or individuals in the employ of or engaged by Client regardless of the reason for such charges. If Client or someone to whom Client has given access to the UltimateContacts Services violates this agreement, Client's account may be terminated pursuant to Section 4 and Client will be liable for all fees, charges, and damages of any kind related thereto.

7. DATA USE.

7.1. DATA USE. During the normal operation of the Services, Columbia Ultimate will collect and store on its systems certain information and data provided or collected by the Client ("**Client Data**"). During the Term, Client authorizes Columbia Ultimate to store Client Data on its internal systems and use and copy Client Data for the purpose of providing the UltimateContacts Services to Client in accordance with this agreement. Additionally, Client agrees that Columbia Ultimate may use non-individually identifiable, aggregated Client Data for internal business purposes to test, analyze and improve the UltimateContacts Services both during and after the Term.

7.2. DATA RETENTION. Due to the storage demands on the UltimateContacts Services, Columbia Ultimate retains the right to periodically purge Client data from Columbia Ultimate owned servers, in order to maximize system performance for all clients. If such data is important to Client, Client is solely responsible for taking timely action to download and maintain this information on its premises. Depending on the data type, additional storage by Columbia Ultimate may be

available for an additional fee. Client should contact a Columbia Ultimate sales representative for more information about data storage. Please refer to the following table for Columbia Ultimate's data retention policy:

Data Type	Retention Period	How to download for archiving
Call logs	60 days	Save report to local machine
Call recordings	30 days, may be extended	Export via FTP
Disabled domain	30 days after account closure or suspension	N/A
Campaign call results	60 days	Via interface or export function
Call lists	Until deleted by user	Export function
User access logs	60 days	Save report to local machine

8. EMERGENCY SERVICE (911 CALLING) NOT PROVIDED.

8.1. NO REQUIREMENT TO OFFER EMERGENCY SERVICES. Client understands and acknowledges that Columbia Ultimate does not and is not required to provide Emergency Service, where **"Emergency Service"** is defined as services that connect a user to emergency services personnel or a public safety answering point (**"PSAP"**), pursuant to applicable regulatory requirements. In the United States, Emergency Service is provided by dialing the digits "911" on a wired or a wireless telephone. Services provided by Columbia Ultimate do not permit the dialing of "911" or any other emergency telephone numbers. Columbia Ultimate Services are not telephone or telecommunications services that can provide a connection to emergency services personnel or a PSAP under any circumstances. Client recognizes and agrees that Columbia Ultimate is not required to offer Emergency Service, pursuant to any applicable laws, rules or regulations. Client further recognizes and agrees that Columbia Ultimate is not a replacement for Client's primary telephone service. CLIENT ACKNOWLEDGES AND ACCEPTS THAT COLUMBIA ULTIMATE'S SERVICES DO NOT INCLUDE EMERGENCY SERVICE. CLIENT UNDERSTANDS AND AGREES THAT ADDITIONAL ARRANGEMENTS WITH A THIRD PARTY MUST BE MADE BY CLIENT TO ACCESS EMERGENCY SERVICE.

8.2. SPECIFIC DISCLAIMER OF LIABILITY FOR EMERGENCY SERVICE. Columbia Ultimate does not provide Emergency Service in conjunction with the UltimateContacts Services or any other services that may be used by Client in connection with Columbia Ultimate's services. Columbia Ultimate, its officers, directors, employees, shareholders, affiliates nor agents will be liable for any claim, damage, or loss arising from, or relating to, Client's use of Columbia Ultimate's services or any other service provided hereunder to contact a PSAP or Emergency Services personnel. Client specifically waives, to the maximum extent permitted by applicable law, any and all such claims or causes of action, arising from or relating to Columbia Ultimate's services or any other service provided hereunder to contact a PSAP or other Emergency Services personnel. Client agrees to defend, indemnify, and hold harmless Columbia Ultimate, its officers, directors, employees, shareholders, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, court costs and attorneys fees) arising out of the fact that Columbia Ultimate does not offer Emergency Service.

9. COMPLIANCE WITH LAWS.

9.1. GENERALLY. Client agrees to comply with all federal, state and/or local law related to or connected with providing, selling, licensing and delivering information services, payment processing, and telecommunications services and products. Client further agrees to follow the Association of Credit and Collection Professionals ('ACA") Codes of Ethics and Operations. Client assumes all liability and responsibility for use of the UltimateContacts Services in compliance with any federal, state or local laws, rules or regulations pertaining to the use of telephones, email, fax, automated telephonic equipment (e.g. "Autodialer", "Predictive Dialer", "Robodialer", "Prerecorded message") other telephony and telecommunications products and services, and payment processing. A violation of any such laws may result in substantial penalties and other sanctions. Any person intending to use the UltimateContacts Services for purposes regulated by federal, state or local laws should consult with his or her own legal counsel prior to entering into this agreement to determine the extent of permissible activities. Client agrees that Columbia Ultimate will not be responsible for Client's illegal or fraudulent use of the UltimateContacts Services, and Client shall indemnify Columbia Ultimate for any claims, liabilities or expenses (including attorneys' fees) incurred by Columbia Ultimate based upon Client's illegal or fraudulent use of UltimateContacts Services.

9.2. CONSENTS. Client is solely responsible for obtaining the consent of or a release from those persons or entities, to whom or to which Client intends to send communications using the UltimateContacts Services. Client agrees to periodically review the list of recipients to be contacted, to contact only those persons who the Client is legally permitted to contact from Client's Client data, and only in the manner permitted, under federal, state and local law, and to delete those recipients that no longer wish to receive communications from Client.

9.3. "DO NOT CALL" COMPLIANCE. If Client is advised by any party that they do not wish to receive communications from Client via the UltimateContacts Services, then Client agrees to promptly add those parties to its internal company-specific Do Not Call List in the UltimateContacts Services account, and thereafter refrain from calling such parties. If Columbia Ultimate determines, in its sole discretion, that the receipt of communications via the UltimateContacts Services is not consensual, or violates any federal, state and/or local rule and regulation, or is harassing to consumers or businesses, Columbia Ultimate may add specific telephone numbers to Client's internal company-specific Do Not Call List to prevent further calling of those numbers, or suspend service as per Section 4 above.

9.4. NOTICE. CLIENT SHOULD SEEK THE ADVICE OF AN ATTORNEY REGARDING USE OF AUTOMATED TELEPHONIC EQUIPMENT, TEXT/SMS MESSAGING, PAYMENT PROCESSING, AND MARKETING LAWS, PRIOR TO USE OF THE ULTIMATE CONTACTS SERVICES.

10. **WARRANTY, DISCLAIMER OF WARRANTY.**

10.1. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other party that (i) it has the power and authority to enter into and perform all obligations under this agreement and the Schedules, and (ii) it will comply with all applicable laws in its performance under this agreement.

10.2. WARRANTY DISCLAIMER. COLUMBIA ULTIMATE IS PROVIDING ULTIMATE CONTACTS AS A HOSTED SERVICE AND ULTIMATE CONTACTS IS DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLUMBIA ULTIMATE DOES NOT WARRANT THAT THE ULTIMATE CONTACTS SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES COLUMBIA ULTIMATE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE ULTIMATE CONTACTS SERVICES. COLUMBIA ULTIMATE MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO ULTIMATE CONTACTS, EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN. Client understands that the UltimateContacts Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades or for reasons beyond Columbia Ultimate's reasonable control, including, but not limited to (i) Client or Columbia Ultimate equipment malfunctions; or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to Columbia Ultimate's or the Client's data centers.

11. **LIMITATION OF LIABILITY.** COLUMBIA ULTIMATE WILL NOT BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR AN AMOUNT GREATER THAN THE FEES PAID BY CLIENT TO COLUMBIA ULTIMATE UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE OF THE EVENT THAT GAVE RISE TO THE LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LOSS, DAMAGE OR LIABILITY RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) INABILITY TO ACCESS THE ULTIMATECONTACTS SERVICES; (C) PERFORMANCE RELATED DELAYS; (D) COMPUTER VIRUSES; (E) LOSS OF BUSINESS DUE TO INOPERABILITY OR PERFORMANCE OF THE ULTIMATE CONTACTS SERVICES; (F) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (G) THE NEGLIGENT ACTS OF OTHER COLUMBIA ULTIMATE SUBSCRIBERS; (H) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY AND ALL INFORMATION DELIVERED BY OR PROVIDED FOR DELIVERY BY THE ULTIMATE CONTACTS SERVICES; AND (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND COLUMBIA ULTIMATE'S CONTROL.

12. **INDEMNIFICATION.**

12.1. BY CLIENT. Client agrees to indemnify, hold harmless and defend Columbia

Ultimate, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (i) personal injury or property damage to the extent such claims or liabilities arise out of negligent or willful acts or omissions of Client and/or its employees or agents; (ii) Client's breach of this agreement; (iii) Client's unauthorized use of the UltimateContacts Services, including any information, communication, data or work that Client provides in connection with Client's use of the UltimateContacts Services; (iv) libelous, slanderous, indecent or other statement concerning any person made or republished by Client; or (v) any violation of federal, state and/or local law related to, arising out of or connected with Client's authorized use of the UltimateContacts Services.

12.2. BY COLUMBIA ULTIMATE. Provided Client is using the UltimateContacts Services as authorized under this agreement, Columbia Ultimate agrees to indemnify, hold harmless and defend Client, its shareholders, directors, officers employees and agents from and against any action, claim, or damage relating to: (i) personal injury or property damage to the extent such claims or liabilities arise out of negligent or willful acts or omissions of Columbia Ultimate and/or its employees or agents in connection with their duties and responsibilities under this agreement, (ii) Columbia Ultimate's breach of this agreement, or (iii) any alleged or actual infringement by the UltimateContacts Services of any patent, trademark, or copyright, or alleged or actual misappropriation of any trade secret.

12.3. PROCEDURE. An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that (a) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party or payment by the indemnified party without the indemnified party's prior written consent, (b) the indemnified party may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense, and (ii) the indemnified party shall provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like. Notwithstanding the foregoing, Columbia Ultimate has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to Client's indemnification pursuant to Section 11(a).

13. **OWNERSHIP OF MATERIALS AND RIGHTS.** The UltimateContacts Services are proprietary to Columbia Ultimate and are protected by intellectual property laws and international intellectual property treaties. Except for the revocable term license and right to use the UltimateContacts Services granted by Columbia Ultimate to Client in this agreement, nothing in this agreement shall convey, transfer or assign any right, title or interest in any party's Proprietary Materials (as defined below) to the other party. As such, each party retains exclusive ownership of its Proprietary Materials in existence as of the Effective Date or developed by it during the Term. For purposes of this agreement, "**Proprietary Materials**" means all patents, copyrights, design rights, trademarks, service marks, trade secrets and other worldwide intellectual property or proprietary rights owned by a party during the Term, and the software, schematics, diagrams, information, and other tangible embodiments, if any, relating thereto. All rights not granted by Columbia Ultimate herein are expressly reserved.

14. **MISCELLANEOUS.**

14.1. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Washington and the United States without reference to conflicts of laws. Venue for any and all actions arising out of this agreement shall be in the state and federal courts in Vancouver, Washington.

14.2. AMENDMENTS. Other than pursuant to Sections 4(b) and 4(d)(i), no amendment of this agreement will be binding unless it has been agreed to in writing by both parties.

14.3. EMAILS. Columbia Ultimate reserves the right to distribute informative emails regarding the UltimateContacts Services to Client on an ad hoc basis.

14.4. FORCE MAJEURE. Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached this agreement for failure or delay in fulfilling or performing any term of this agreement (other than payment of money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, fire, floods, embargoes, war, acts of war, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.

14.5. WAIVER AND SEVERABILITY. No failure, delay in exercising or enforcing any right or

remedy hereunder by Columbia Ultimate shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this agreement is determined to be invalid under any applicable statute or rule of law, it is only to that extent to be deemed omitted, and the balance of the agreement shall remain enforceable.

14.6. ASSIGNMENT. Client may not assign this agreement or any of its rights and obligations hereunder without the prior written consent of Columbia Ultimate. Any attempted assignment without such prior written consent shall be void.

14.7. DISPUTE RESOLUTION. Except with respect to injunctive relief, neither party will institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. Thereafter, the parties will resolve any dispute arising out of or relating to this agreement in a binding arbitration conducted in Vancouver, Washington or Portland, Oregon under the auspices of the American Arbitration Association, the Arbitration Service of Portland or other mutually agreeable arbitration service.

14.8. ATTORNEYS' FEES. In the event of a dispute arising out of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs at trial or on any appeal or review therefrom.

14.9. NOTICES. All notices, authorizations, and requests in connection with this agreement shall be deemed given (i) three (3) days after they are deposited with the United States Postal Service, first-class postage prepaid; or (ii) one (1) business day after they are sent by air express courier, or (iii) upon receipt if sent by facsimile or electronic mail (with receipt-confirmation of successful delivery). All notices shall be delivered to Columbia Ultimate via mail, facsimile, at its then current corporate headquarters as listed on the Columbia Ultimate website, and to Client at its most current street, facsimile and email address(es) as provided by Client to Columbia Ultimate in connection with Client's registration process or updated information in the CU Client Portal.

14.10. ENTIRE AGREEMENT. Client agrees that this agreement, including the Schedules, comprises the entire understanding between Columbia Ultimate and Client, and supersedes any prior agreements or correspondence between Client and Columbia Ultimate and/or any postings or other notices from Columbia Ultimate with respect to the subject matter of this agreement.

14.11. CONFIDENTIAL INFORMATION. The term "Confidential Information" means all Columbia Ultimate Confidential Information and all Client Confidential Information as defined herein. The term "Columbia Ultimate Confidential Information" means UltimateContacts, the UltimateContacts Services, and any documentation relating thereto, the source code for any software and trade secrets related thereto, this agreement and all schedules and attachments hereto, and any proposals, price quotations, estimates, statements of work or other proprietary information provided by Columbia Ultimate to Client. The term "Client Confidential Information" means the identity of clients, debtor financial information contained in Client's databases and other proprietary information disclosed by Client to Columbia Ultimate. Neither Client nor Columbia Ultimate shall disclose or use the other's Confidential Information for any purpose not expressly permitted by this agreement unless such disclosure is expressly authorized in writing. The party receiving Confidential Information shall take all reasonable steps necessary to ensure the confidentiality thereof. Both parties agree that, in the event of a breach of this provision, the party whose Confidential Information is disclosed will be harmed in a manner that cannot be cured by monetary damages, and that such party shall therefore be entitled to injunctive relief without the need to prove actual damages or the unavailability of a remedy at law. The foregoing shall not apply to information in the public domain at the time it is communicated, information required to be disclosed by law or a final court order, or information disclosed to a party's employees and professional advisors with a need to know so long as such parties are informed of the confidential nature of such information.

SCHEDULE A

TECHNICAL REQUIREMENTS

The current technical requirements for connecting to the UltimateContacts Services are described below. These requirements may change from time to time. In such event, Client will be notified of the changes and of the specific Required Equipment needed to continue using the UltimateContacts Services.

FIREWALL CONFIGURATION

Softphone Clients

- Outbound TCP Ports 80, 443, 8843, 8880, 2200 - 2300 open to the Columbia Ultimate data center
- Outbound UDP connections to Columbia Ultimate data center to ports 1024-65535
- Inbound Local UDP ports on PC: 5060-5063, 8000-8007

Gateway Clients

- Outbound to the Agent Workstations: TCP Ports 80, 443, 8843, 8880, 2200 - 2300 open to the Columbia Ultimate data center.
- Outbound on the Gateway: UDP ports 1024 - 65535 for RTP (VoIP) traffic to the Columbia Ultimate data center.
- Inbound on the Gateway: UDP ports 1024 - 65535 for RTP (VoIP) traffic from the Columbia Ultimate data center.

* Other Firewall requirements may be necessary depending on Client's network.

For network security concerns, note that Client can configure a Firewall to only allow traffic using the TCP and UDP ports above if source and/or destination is to or from any of Columbia Ultimate's data center IP address range. This information will be provided upon request.

Please contact Columbia Ultimate for additional configuration guidance if using a Firewall with the following features enabled:

- VoIP and/or SIP traffic inspection and control
- Strict Access Control List rules (ACL)

Note that Cisco PIX and Cisco ASA firewalls inspect SIP/VoIP traffic by default. Please configure accordingly. Contact the firewall vendor or Columbia Ultimate for further information regarding VoIP and SIP support.

LOCAL AREA NETWORK CONFIGURATION

- Support for the SIP Protocol across all routers.
- Double Network Address Translation (Double NAT) is not supported.
- Other VoIP services and VoIP phones not connected to CU Dialer Services should be on a network segment separate from the CU Dialer Services.
- Wireless local area networks are not supported for multi-user environments. Wireless may be used in a single user environment, provided that the agent station is the only wireless device in use, however voice quality may be compromised. Columbia Ultimate recommends wired connections for best results. Columbia Ultimate does not recommend the use of wireless LAN or headset technology as they often result in degradation in call voice quality as well as other audio issues which contribute to a lower-quality Client experience.

HEADSETS FOR USE WITH SOFTPHONE STATIONS

USB headsets are highly recommended. It is possible to use analog headsets but testing shows intermittent issues related to the local PC hardware capabilities, setup, and configuration.

SCHEDULE B

USAGE RATE TERMS

Ultimate Contact Services each function differently and therefore have different usage. The following paragraphs outline the appropriate definition of usage for each Ultimate Contact Service.

*Communication Charges ("**Usage**"): Local, long distance, and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by the Client since the previous Client Bill Date. Local and long-distance charges accrue on a call-by-call basis. Client is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the automatic number identification (ANI) as the calling number and the Dialed Number Identification Service (DNIS) as the called number and Central Standard Time as the originating time for each call. Client's billed usage includes any and all connected calls, whether outbound or inbound, as determined by Columbia Ultimate's billing system. All connections to the Columbia Ultimate server via "PSTN" (analog telephone line) rather than
VoIP (internet) are billed as an outbound call for the entire connection time, and can substantially increase the bill. All calls are billed based on carrier connection made, regardless of agent connection to the call. Reporting of detailed call records is available from several reports, in the Administrator or Supervisor portion of the Columbia Ultimate system.

*Transaction Charges ("Usage"). This applies to Ultimate Negotiator. Per payment transaction that Client processes the Prepaid Usage account will be reduced by the transaction fee as outlined in the Service Order.

Prior to activation, Client must deposit a certain amount of Prepaid Usage as shown in the applicable Service Order. The running balance of Prepaid Usage is viewable to authorized personnel in the CU Client Portal under My Account at Columbia Ultimate's on-line Client Center. As calls are made or transactions are processed, the cost of each call/transaction is deducted from the available funds amount. As the available funds reach the minimum balance level, Columbia Ultimate will make reasonable efforts to notify Client and automatically charge the replenishment amount to the credit card on file or request a wire transfer to replenish the amount available. However, Client should periodically review the Snapshot, or contact Columbia Ultimate billing to ensure that adequate Usage balance is maintained.

Notes: All rates quoted in US currency. Interstate calls are calls where the call originates and terminates in different states based upon the ANI and DNIS. Intrastate calls are calls where the call originates and terminates in the same state based upon the ANI and DNIS. Different rates may apply to interstate and intrastate calls. Rates subject to change on 30 day notice; reduction in rates may occur without notice. Calls less than 6 seconds in duration may incur a one-minute Surcharge, in addition to the rates in the Service Order. International Calls are subject to Market Rates and 30/6 billing increment. Directory Assistance: Any call (xxx)-555-xxxx is billed as Directory Assistance. Payphone: $0.80 connection fee per call, plus prevailing call charges. All inbound calls, whether to 8XX 'toll free' numbers or area code specific DID's are subject to the rates shown. Detailed call reporting is available in Columbia Ultimate Call Log reports. Rate lookup feature is available in the CU Client Portal. **All rates shown above are for comparison to "pre-tax" rates quoted by telephone providers. Actual billing rates in Call Log data and invoicing include a surcharge relating to the cost of applicable taxes, tariffs, and other carrier fees.**

SCHEDULE C

SUPPORT SERVICES AGREEMENT

This UltimateContacts Support Services Agreement is referenced in and incorporated into the attached Columbia Ultimate Client License Agreement. Upon reasonable notice, Columbia Ultimate reserves the right to modify the terms of the Support Services Agreement to reflect current market conditions. Updates will be posted for acknowledgement in the CU Client Portal.

Section 1. Coverage, Availability, Scheduled Maintenance and Client's Right to Terminate
For so long as Client is not in breach of its obligations under this agreement, Columbia Ultimate will provide Support Services for subscribers to Columbia Ultimate's UltimateContacts Services as part of the UltimateContacts license fee. Client shall designate up to three (3) of its employees as designated support contacts ("**Named Contacts**") who will be responsible to report problems or issues to Columbia Ultimate Support. Columbia Ultimate will classify and respond to these issues in accordance with the terms and procedures defined in Section 4 of this Schedule C.

Support Availability. Columbia Ultimate Technical Support will be available to accept and respond to problem calls from Clients from 5AM – 5PM Pacific Time, Monday – Friday. After hours support is available for an additional fee. In some instances, Client may not immediately reach a Columbia Ultimate Technical specialist; in that event Client may open a case either by leaving a voicemail on the support hotline or via the internet using the Columbia Ultimate's on-line Client Center.

Columbia Ultimate regularly publishes its scheduled periodic maintenance windows and agrees to notify Client sufficiently in advance of any planned downtime. Other than scheduled downtime, Columbia Ultimate shall promptly notify Client in the event UltimateContacts becomes inaccessible and shall commercially-reasonable efforts to resume performance of UltimateContacts as soon as practicable. Scheduled downtime shall not be more than 1 hour each per week, twice a week, for major system configurations changes, upgrades or normal maintenance and shall occur between the hours of 12am and 6am Pacific Time.

Section 2. Named Contacts
Because experience has shown that the best way to provide focused and consistent Client support is to build close working relationships with Client's internal support staff, Columbia Ultimate will ask Client to designate the Named Contacts. These individuals will undergo Columbia Ultimate's product training courses and will be responsible for handling the UltimateContacts product suite.

Named Contacts are the only Columbia Ultimate users who are authorized to log problems or make support inquiries directly to Columbia Ultimate. Named Contacts are the primary technical interface between Client and the Columbia Ultimate Support Centers. All inquiries from non-qualified contacts will be referred back to their internal Named Contact. Changes in Named Contacts can be made at any time by contacting one of Columbia Ultimate's Client Support Centers.

To speed the routing of a request, Columbia Ultimate uses case tracking tools, giving it real-time access to Client's account details and previous case history.

Section 3. Technical Support
Support questions from Client's end users shall first be directed to Client's Named Contacts. If the Named Contacts are unable to resolve the problem, they may contact Columbia Ultimate Client Support directly.

Each problem will be assigned a priority depending upon the nature of the problem (see definitions below). Columbia Ultimate Client Support will work with the Named Contacts to isolate, identify, reproduce and resolve reported problems. The Columbia Ultimate Client Support team will work internally to drive the development of a workaround or fix if one is required. When a solution or workaround is identified, Columbia Ultimate Client Support will work directly with the Named Contact to communicate the resolution.

Section 4. Priority Definitions and Response Times

SCHEDULE C

SUPPORT SERVICES AGREEMENT

Priority	Definition	Response/ Expected Resolution times
Critical	Production system is down. Components critical to system performance are unavailable.	20 min /24 hours
High	Critical components of production have outages/failures for which there is no workaround. Affects a substantial number of users.	30 min/48 hours
Moderate	Problem with a major feature but the majority of functions are usable. Some workaround or circumvention may be required.	45 min/7 days
Inconvenient	Problem with a minor feature, enhancement request, or other issue that does not significantly affect application performance.	90 min/20 days

Section 5. Exclusions

Columbia Ultimate shall have no obligation to support:

a. Errors caused by Client's negligence or willful misconduct, hardware malfunction, or other causes beyond the reasonable control of Columbia Ultimate;
b. Software installed in a hardware or operating environment not supported by Columbia Ultimate;
c. Third party software not licensed through Columbia Ultimate; or
d. Client's internal network or Client's ISP provider issues.

COLUMBIA ULTIMATE®

UltimateContacts

SERVICE ORDER

This Service Order is incorporated as a supplement into the ULTIMATECONTACTS AGREEMENT and those terms and conditions apply.

Description	
UltimateContacts hosted dialer / IVR Setup and configuration Real-Time mv.Net licensing Custom IVR development	 $2,000 $500 $160/hour
Call recordings with 30 day online storage	Included
VoIP PBX with Voice Mail, Multi-line calling, Advanced Call Routing, Auto Scheduling of campaigns, Call Forwarding, IVR/Auto Attendant, Voice Mail for all extensions, Call Monitoring, Caller ID by Campaign or by Extension, Conference Bridge, Remote Access and Administration. Initially this will only be used as an IVR. Additional fees may apply if the County wants to also use as a Dialer.	Included
Custom Training-4 Hours (Online)	$640.00
One time setup fees	$3,140.00
UltimateContacts monthly transaction charges Per minute rate is for external connections only and billed in 6 second increments. < 500,000 minutes 500,001 – 750,000 minutes 750,001 – 1,000,000 minutes > 1,000,001 minutes Monthly minimum billing amount is $500 (10,000 minutes) Minimum billing may increase if County also wants to use as a Dialer. All fees are paid in advance through the UltimateContacts billing portal. All training is remote through Go-to-Meeting. System support is included. Dialer agent connection is included. Agent's will need a softphone & USB headset to use the dialer	 $.05/min $.044/min $.039/min $.032/min
Monthly Minimum amount	$500

County of Monterey
Authorized Signature

By: _____

Print Name: _____

Title: _____

COLUMBIA ULTIMATE, INC.
Authorized Signature

By: _____

Print Name: RONALD K FANQUHER

Title: CEO

COLUMBIA ULTIMATE®

UltimateContacts

SERVICE ORDER

Date: _____ Date: 11/30/18