

CSG Engage Hosted Software Services Agreement

ORIGINAL

THIS AGREEMENT is entered into as of _____ ("Effective Date"), by and between Community Networks Corporation dba Community Software Group, a Massachusetts corporation with its principal office located at 300 Main Street, Worcester, MA 01608, Telephone: (508)890-8800, Facsimile: (888) 403-6890, Contact and email: Jeffrey Brown, Jeff.Brown@CommunitySoftwareGroup.com ("CNC"), and The County of Monterey, a political subdivision of the State of California on behalf of the Monterey Department of Social Services Community Action Partnership with its principal office located at 1000 South Main Street, Ste 301, Salinas, CA 93901. Contact and email: Lauren Suwansupa, Suwansupal@co.monterey.ca.us ("Customer").

WHEREAS, CNC has the right to license rights to access and use the Services (defined below); and

WHEREAS, Customer desires to access and use the Services, all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Services." The web services described and specified on the applicable Purchase Order and any updates or upgrades to such services which may be generally released by CNC to all customers from time to time.

1.2 "CNC Technology." The computer software and other tangible equipment and intangible computer code necessary to deploy and serve the Services via the Site.

1.3 "Site." CNC's CSG Engage website including the CNC Technology.

1.4 "Authorized Users." The number of identifiable unique persons consisting of Customer's personnel and outside consultants who are authorized to access and use the Services, as specified in the applicable Purchase Order(s). Authorized Users may include Customer's third-party consultants, outsourcers, contractors and other service providers.

1.5 "Affiliate." With respect to Customer, any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Customer, which agrees in writing to be bound by all the obligations of Customer hereunder.

1.6 "Internet Data Centers." Any of the facilities owned, leased or controlled by CNC and used by CNC to provide the Services. These facilities house the CNC Technology used for the provision of Services.

1.7 "Customer Data." Customer's information or other data processed, stored or transmitted by, in or through the Services, including without limitation personal information relating to the Customer's personnel, customers, and prospective customers such that the identity of such persons is apparent or can reasonably be determined from such personal information.

1.8 "Purchase Order." A document indicating that it is a "purchase order" which incorporates the terms of this Agreement in written form and mutually agreed upon and duly executed by the parties. In order to be binding, a "purchase order" must comply with the above requirements.

1.9 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

2. Subscription License Grant. Subject to the terms and conditions hereof, during the term hereof, CNC hereby grants to Customer and its Affiliates only to the extent of Authorized Users and solely for Customer's internal business purposes a non-exclusive, non-transferable, worldwide right and license to access the Site and use the Services. All rights not expressly granted to Customer herein are expressly reserved by CNC.

3. Use Restrictions. Customer covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use the Services; and (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the CNC Technology; or (iv) to access, alter, or destroy any information of any customer of CNC by any fraudulent means or device, or attempt to do so.

4. Security. Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. As part of the Services, CNC shall implement reasonable security procedures consistent with prevailing industry standards to protect Customer Data from unauthorized access (the "Security Standard"). As part of the Security Standard, CNC will continue to deploy a defense in layers strategy to reduce the risk of a compromise. These layers include the daily monitoring of network infrastructure, the utilization of encryption tools to protect digital assets where appropriate, and the active management and role-based control for authentication artifacts such as passwords hashes, security tokens to reduce the risk of abuse. CNC will also continue to patch systems frequently as suggested by security organizations CERT, NIST, etc., and continue to use frameworks similar to OWASP to identify and mitigate application threats such as A1:2017 Injection attacks. To reduce the risk of ransomware or data loss, CNC will have a backup strategy in place. CNC utilizes a FISMA and FEDRAMP certified facility for this project's production environment. Provided that CNC is in compliance with the Security Standard, the parties agree that CNC shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to CNC at the time. CNC will promptly report to Customer any unauthorized access to Customer Data promptly upon discovery by CNC, and CNC will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. *CNC shall assist and cooperate with Customer with respect to any investigation and disclosures to affected parties as requested by Customer or as required under any applicable Privacy Laws.*

5. **Set-Up of Services.** On or before the "go live" date specified in the applicable Purchase Order, CNC will complete all tasks required to make the Services accessible to Customer, including (i) implementing in the CNC Technology any interfaces required in the applicable Purchase Order, (ii) delivering to Customer any proprietary software and related documentation necessary to access the CNC Technology to use the Services, (iii) assigning all security access, passwords and user IDs necessary to access the CNC Technology to access and use the Services, and (iv) preparing data that may be specified on the applicable Purchase Order for use with the Services.

6. **Access Codes for Services.** CNC will permit access to the Services only over the Internet using email address and password.

7. **Technical Requirements for Services.**

7.1 **Capacities.** The Services shall be rendered in a manner that will support the Authorized User requirements and other requirements provided in the applicable Purchase Order.

7.2 **Scalability.** The Services shall be scalable in a manner that allows the Services to meet any forecasted increase provided in the applicable Purchase Order. Customer acknowledges that increasing the Authorized User requirements may lead to increases in the fees charged for the Services which shall be mutually agreed to through an executed amendment to the applicable Purchase Order Unless agreed to through a mutually executed amendment, all fees shall remain consistent for the term of this agreement.

7.3 **Internet Data Centers.** The Services will be provided through Internet Data Centers that are configured consistent with prevailing industry standards for fireproofing, power and backup generation, structural integrity, seismic resistance and resistance to other natural and man-made disruptions. In addition, the facility shall be secured against physical and electronic intrusion in a manner consistent with prevailing industry standards.

8. **Backups.** CNC shall make daily and daily incremental encrypted backups of Customer Data. Encrypted backups shall be stored at a secondary facility to store and maintain backups for emergency use.

9. **Monitoring of Customer's Use.** CNC reserves the right to internally monitor Customer's usage of the Site and Services.

10. **No Commingling of Customer Data.** The Services shall be operated in an environment where (i) all Customer Data shall be stored on files totally separate from those of other customers of CNC, or (ii) all files containing Customer Data are partitioned sufficient to protect the security and privacy of Customer Data.

11. **Purchase of Additional Services.** Customer may elect to purchase rights for additional Authorized Users and/or additional services by Purchase Order or amendment to Purchase Order from time to time when mutually executed by both parties. Such additional purchases shall be governed by the terms and conditions hereof and within the Purchase Order. Customer agrees that, absent CNC's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Customer to CNC for the additional purchases, shall not be binding on CNC to the

extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

12. Subscription Fees. Customer shall pay to CNC periodic subscription fees for the Services and technical support services provided hereunder in accordance with the applicable Purchase Order.

13. Taxes. All fees are exclusive of taxes or duties. If CNC is required to pay or collect any federal, state, local, value added, tax or duty on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on CNC's net income, then such taxes and/or duties shall be billed to and paid by Customer in accordance with the terms of this Agreement.

14. Technical Contacts. Customer shall designate one of its employees as its principal contact for communicating with CNC regarding technical issues hereunder. Customer may change its technical contact from time to time by written notice to CNC.

15. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Site, Services, and CNC Technology shall remain exclusively vested in and be the sole and exclusive property of CNC and its licensors. In addition, Customer hereby transfers and assigns to CNC any rights Customer may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer personnel relating to the Service. The web domains, product names and logos associated with the Services are trademarks of CNC or third parties, and no right or license is granted to use them.

16. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient").

16.1 Definition of Confidential Information. For purposes hereof, "Confidential Information" means (i) non-public aspects of CNC's Site and the operation thereof, CNC Technology, and the Services and additional services provided by CNC, and CNC's business and technical information, and data, (ii) Customer Data, and non-public aspects of Customer's technology, computer programs, and business and technical information, and data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or its affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure.

16.2 Restrictions on Use and Disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of

like importance, but in any case, using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure.

16.3 Exclusions. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

17. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Customer agrees that CNC is not prohibited from utilizing any skills or knowledge of a general nature acquired during providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of CNC.

18. Customer Representations and Warranties.

18.1 Customer represents and warrants that (i) the performance of its obligations and use of the Services (by Customer and its Authorized Users) will not violate any applicable laws, or regulations, including without limitation any and all laws and regulations regarding the transfer of personal information of residents of the European Union outside the European Union, or (ii) cause a breach of any agreements with any third parties or unreasonably interfere with the use by other CNC customers of CNC services.

18.2 Customer acknowledges that (i) CNC does not monitor the content of the information passing through the Services for purposes of verifying accuracy or legal compliance, and (ii) Customer will use commercially reasonable efforts to ensure that the information it and its Authorized Users transmit thereby complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

18.3 In the event of any breach by Customer of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, CNC will have the right to suspend immediately any Services if deemed reasonably necessary by CNC to prevent any harm to CNC and its business. CNC will provide notice to Customer and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, CNC will promptly restore the Services.

19. CNC Representations and Warranties. CNC represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable laws or regulations of

the United States or cause a breach of any agreements between CNC and any third parties. In the event of a breach by CNC of the foregoing warranties, Customer's sole remedy is termination of this Agreement upon written notice to CNC.

20. Limited Warranty. CNC represents and warrants that the Services will: (i) conform to all material operational features as described in the applicable Purchase Order, and (ii) be free of errors and defects that materially affect the performance of such features ("Limited Warranty"), provided that Customer notifies CNC of any non-conformity, error, or defect. Customer's sole and exclusive remedy for breach of this Limited Warranty shall be the prompt correction of non-conforming Services at CNC's expense.

21. Warranty Disclaimers. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, NEITHER CNC NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND CNC AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. CNC DOES NOT WARRANT THAT THE SERVICE OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, OR THAT THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, OR ERROR-FREE. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THAT CNC HAS NO CONTROL OVER THE INTERNET, AND THAT CNC IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

22. Disclaimer of Actions of Third Parties. CNC does not and cannot control the flow of data to or from CNC's Technology and other portions of the Internet. Such flow of data depends on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although CNC will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, CNC cannot guarantee that such events will not occur. CNC DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES.

23. Intellectual Property Indemnity. Except for third party software including without limitation open source software, CNC will indemnify, defend and hold harmless Customer and its Affiliates from and against any lawsuit, liabilities, loss, cost or expense arising out of a third-party claim made against Customer that the CNC Technology or Services infringe on any U.S. intellectual property right of a third party; provided, however, that CNC is notified in writing of such claim promptly after such claim is made upon Customer. CNC shall have the right to control any defense of the claim. In no event shall Customer settle any such claim without CNC's prior written approval. CNC shall have no liability or

obligation if the claim arises from (i) any alteration or modification to the CNC Technology or Services other than by CNC, (ii) any combination of the CNC Technology or Services by Customer with other programs or data not furnished by CNC, or (iii) any use by Customer of the CNC Technology or Services that is prohibited by this Agreement or otherwise outside the scope of use for which the CNC Technology or Services are intended.

24. Options for Infringement Claims. If any party is enjoined from using the CNC Technology, or if CNC believes that the CNC Technology may become the subject of a claim of intellectual property infringement, CNC, at its option and expense, may: (i) procure the right for Customer to continue to use the Services; (ii) replace or modify the CNC Technology so as to make it non-infringing; provided, however, that the Services continue to conform to the descriptions and/or specifications provided in the applicable Purchase Order; or (iii) terminate this Agreement, in which case CNC shall refund to Customer any and all subscription fees paid in advance by Customer for those Services not provided by CNC and provide, at Customer's request and free of charge, the Customer Data in a database document format. This Section and the preceding Section sets forth the entire liability of CNC to Customer for any infringement by the CNC Technology or Services of any intellectual property right of any third party.

Notwithstanding the foregoing, this Section does not apply to third party software including without limitation open source software.

25. Disclaimer of Incidental Damages. EXCEPT FOR INDEMNITY OBLIGATIONS EXPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, OR SPECIAL OR INCIDENTAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

26. Liability Cap. Except for CNC's indemnity expressly provided herein and CNC's confidentiality obligations, in no event shall CNC's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the aggregate limits of CNC's insurance.

27. Insurance

a) Evidence of Coverage Prior to commencement of this Agreement, CNC shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CNC shall provide a certified copy of the policy or policies. CNC shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the Customer has approved such insurance. The approval of insurance shall neither relieve nor decrease the liability of CNC.

b) Insurance Coverage Requirements Without limiting CNC's duty to indemnify, CNC shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability,

Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- Workers' Compensation Insurance, if CNC others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- Professional Liability Insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or professional regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CNC shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
- Cyber liability –CNC shall carry and maintain cyber liability insurance with limits of not less than \$2,000,000 and aggregate of \$2,000,000 covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval of electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security.

c) Other Insurance Requirements Commercial general liability, automotive liability, and cyber liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of CNC's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CNC's insurance.

28. Term of Agreement. The term of this Agreement shall commence as of the Effective Date hereof and shall continue for a period of one year. The term is subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason.

29. Term of Purchase Order. Any Purchase Order created under this Agreement shall commence upon the Effective Date of the Purchase Order and shall continue thereafter as provided in the Purchase Order; provided, however, that notwithstanding anything to the contrary herein or in any Purchase Order, all existing Purchase Orders shall also terminate upon the expiration or termination of this Agreement.

30. Automatic Termination. Unless CNC promptly after discovery of the relevant facts notifies Client to the contrary in writing, this Agreement and all Purchase Orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against CNC,

any assignment or attempted assignment by CNC for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for CNC.

31. Termination for Cause. If either party fails to comply with any of the material terms and conditions of this Agreement or Purchase Order, including without limitation the payment of any subscription license fee or reimbursement due and payable to CNC under this Agreement, the non-defaulting party may terminate this Agreement and/or any or all Purchase Orders and any and all license rights upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

32. Termination by CNC for End of Life. CNC intends to continue to provide and support the Services for so long as Customer renews in accordance with the applicable Purchase Order; provided, however, if, CNC determines in its sole discretion that it is no longer feasible to support the Services, CNC may terminate this Agreement for end of life at any time by providing one hundred eighty (180) days written notice to Customer.

33. Return of Materials. Within ten (10) days of the expiration or termination of any license under any Purchase Order, Customer shall return to CNC any materials provided by CNC.

34. Transition Services. If Customer is current in all payments due to CNC at the time of expiration or termination hereof, CNC shall provide to Customer its Customer Data in a standard database document format readily available to CNC at no additional charge. If Customer requests the Customer Data in a non-standard format, Customer shall pay to CNC a reasonable fee for technical services as determined by CNC. CNC agrees to delete or destroy any Customer Data after service is terminated from all its Backup and Systems, after Customer Data Document format has been provided to Customer.

35. Arbitration. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Monterey County, California. The arbitrator shall apply the laws of the State of California to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

36. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

37. Assignment. CNC shall not assign this Agreement or any right or interest under this Agreement,

nor delegate any work or obligation to be performed under this Agreement, without Customer's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

38. Continuing Obligations. The following obligations shall survive the expiration or termination hereof for a period of four (4) years: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to CNC hereunder.

39. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

40. U.S. Government End-Users. CNC Technology and the CNC software incorporated therein, this Site, and the Services all consist of "commercial items," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government end users of this site acquire only those rights set forth herein.

41. Miscellaneous. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Community Networks Corporation

By: _____

Title: _____

Date: _____

County of Monterey

By: _____

Title: _____

Date: _____

Approved as to Form

County Counsel: AB

Date: 3.20.19

Approved as to Fiscal Provision

Auditor-Controller: [Signature]

Date: 3/21/19

Approved as to Liability Provisions:

Risk Management: _____

Date: _____

PURCHASE ORDER NO. 1

This Purchase Order No. 1 between Community Networks Corporation dba Community Software Group, a Massachusetts corporation with its principal office located at 300 Main Street, Worcester, MA 01608, Telephone: (508)890-8800, Facsimile: (888) 403-6890, Contact and email: Jeffrey Brown, Jeff.Brown@CommunitySoftwareGroup.com ("CNC"), and The County of Monterey, a political subdivision of the State of California on behalf of the Monterey Department of Social Services Community Action Partnership with its principal office located at 1000 South Main Street, Ste 301, Salinas, CA 93901 ("Customer") shall be governed by the terms and conditions of a certain Hosted Software Services Agreement by and between the parties with an Effective Date of _____.

Capitalized terms used in this Purchase Order and not otherwise defined shall have the same meaning as set forth in the body of the Hosted Software Services Agreement.

1. Effective Date. The effective date of this Purchase Order is _____.

2. SaaS Services.

2.1 Services Description. CNC will license and host for Customer its CSG Engage software and the Community Action Plan eGov module, the functional description of which is attached as Exhibits A and B, hereto.

2.2 Services Specifications. CNC will provide up to 10 hours of annual support per year for CSG Engage and 20 hours of support for the Community Action Plan.

2.3 Authorized Users. Up to 20 users of software will be authorized to use the hosted CSG Engage software and the eGov Community Action Plan module.

3. Special Requirements.

3.1 Operational Requirements. Customer's staff will access the software utilizing a commonly used browser. CNC and Customer will mutually implement agreed upon security protocols to protect Customer's data.

3.2 Customer's Requirements. Customer shall be solely responsible for providing the following materials at its cost and expense: all Internet access, hardware, browsers, and other software necessary to access and login to the Site.

4. Service Level Agreement Provisions. CNC expects to maintain a scheduled uptime of at least 99.9% (<.1% downtime).

5. Subscription License Term; Fees

5.1 Subscription Term. The Term of this Purchase Order shall commence as of the Effective Date hereof and shall continue for a period of one year. The Term is subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Purchase Order without cause for any reason.

5.2 Subscription and Other Fees and Payment Terms. CNC shall submit a single invoice for Engage and the Community Action Plan eGov module within 30 days of the Effective Date of this Purchase Order. The Customer Contact shall promptly certify the invoice and submit to the County-

Auditor Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. Annual subscription license fee payments for CSG Engage (Exhibit A) shall be **\$13,200**.

The CSG Engage Survey module includes pricing to send up to 10,000 text messages annually. If Customer exceeds 10,000 text messages, Customer may purchase 5000 additional text messages for \$50 through a mutually executed Purchase Order.

The annual subscription fee for the eGov Community Action Plan (Exhibit B) module shall be **\$8,000**.

5.3 Fee Increases. CNC may increase periodic subscription fees with at least sixty (60) days prior notice before the renewal of each Term of this Agreement.

5.4 Fees For Backups. Backup fees are included.

5.5 Technical Support, Training, and Consulting Services. During the term of this Purchase Order CNC shall provide up to 10 hours of technical support in the form of responses to questions by email or telephone at no additional charge for CSG Engage and up to 20 hours of support for the eGov Community Action Plan module. If additional services are required for the proper use and operation of the Services or if training or consulting services are requested, CNC shall provide such services on a time and materials ("T&M") basis which shall be mutually agreed upon through an executed Purchase Order; that is, (i) Customer shall pay CNC for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for such services shall be \$100 per hour billed by the quarter-hour and all work shall be done remotely. CNC shall invoice Customer monthly for T&M services. Charges shall be payable 30 days after the Customer's Auditor-Controller receives the certified invoice which must be certified by the Customer Contact.

6. Consulting and Training Services.

6.1 Services Description. First year remote training of up to 5 hours and initial installation and configuration of the CSG Engage software is **\$2,800**. Additional training done at the request of customer will be \$100/hour and shall be agreed upon through a mutually executed Purchase Order.

Initial remote training of 4 hours, installation and configuration of the eGov Community Action Plan module is **\$2,000**. These training hours are in addition to the 20 hours of support provided at no cost to Customer in Section 5.5 above. **Software developed to import data from existing systems into Engage will be quoted separately.**

6.2 Services Deliverables. There are no additional consulting services to be provided.

6.3 Schedule. Schedule for trainings shall be mutually determined and training shall occur during the Term of this Purchase Order.

The maximum amount payable by Customer to CNC during the Term of this Purchase Order is twenty-six thousand dollars (\$26,000.00).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Community Networks Corporation

By: _____

Title: _____

Date: _____

County of Monterey

By: _____

Title: _____

Date: _____

Approved as to Form

County Counsel: CB

Date: 3-20-19

Approved as to Fiscal Provision

Auditor-Controller: [Signature]

Date: 3/21/19

Approved as to Liability Provisions:

Risk Management: _____

Date: _____

Exhibit A – Licensed Program Functional Description for CSG Engage

1. A central repository of client data organized around individuals and their families.
2. A central historical repository of Customer's services and programs serving each client in the Central Data Base.
3. A central repository of historical data related to clients and their families.
4. A central repository of current Program Data.
5. Program data entry screens for each of the Configured Agency Programs.
6. The ability to search the current Program Data Base for a client by Name, Social Security Number, and Street Name.
7. The ability to select which client(s) in the family are served by the program.
8. The ability to save the data to the program data base and to automatically store the same data to the Central Data Base and to store a record of the dates of services provided by the Program/Service in the Central Data Base.
9. The ability to produce several reports, including a Household Characteristics report which provides a statistical report of demographic data as entered by selected programs using the data stored in the Central Data Base, a client's services report, a count of client services report, and the service's clients report.
10. The ability to import data from foreign data sources into the Central and Program Databases using the "Open Import" file format. Customer is responsible for the development of software (or to contract with existing vendors of Customer or with Support Vendor) to export data to the "Open Import" file format.
11. The ability to Export data from Central and Program Databases using the "an industry standard" file format for the purposes of customer developed Ad-hoc reporting. (Customer or with Support Vendor based on availability of development hours) to export data to an appropriate file format.

Exhibit B – Licensed Program Functional Description for Community Action Plan module

1. A central repository for sub-grantees to enter each element of their proposed Community Action Plan.
2. Program data collected includes program budget, NPIs and Services
3. Ability to track Initiatives (Module 3) including Community NPIs and Strategies
4. Initial, Progress Reports (optional) and Final periods are submitted to CSBG State office with two-way review process including email notifications
5. Ability to export final period numbers to the new CSBG Annual Report
6. Ability for sub-grantees to import outcome data from CSG Engage into the Community Action Plan