

COUNTY OF MONTEREY NON-STANDARD AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Columbia Ultimate Business Systems, LLC

(hereinafter “CONTRACTOR”)

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in ~~Exhibit A~~ in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Software license, software maintenance support, and professional services for Revenue Plus Collector System (RPCS), which is used for collections and tracking of Court Ordered Debt.

2.0 PAYMENT PROVISIONS

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in ~~Exhibit A~~, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 139,798

3.0 TERM OF AGREEMENT

3.01 The term of this Agreement is from July 1, 2024 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of the Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

- B-1 to Professional Services Agreement Software and Services Terms and Conditions
- B-2 to Professional Services Agreement Statement of Licenses and Services Attachment

5.0 PERFORMANCE STANDARDS

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION

- 7.01 During the term of this Agreement, either party may terminate this Agreement, without cause by providing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event of such termination the County shall compensate the CONTRACTOR for all services performed up to the date of termination, including all reasonable, documented costs incurred in anticipation of contract.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes failure of CONTRACTOR to perform the required

services at the time and in the manner provided under this agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give 30 days written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this agreement.

8.0 INDEMNIFICATION

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) arising directly from the CONTRACTOR's negligent or intentionally wrongful acts or omissions in the performance of this Agreement. The County agrees to indemnify, defend, and hold harmless the CONTRACTOR, its officers, agents, and employees, from and against any and all claims, liabilities, and losses arising directly from the County's negligent or intentionally wrongful acts or omissions. This indemnification obligation excludes any claims, liabilities, or losses caused by the concurrent negligence or willful misconduct of both parties, in which case liability shall be apportioned according to comparative fault principles.

9.0 INSURANCE REQUIREMENTS

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR 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, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size rating of not less than A- VII, according to current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR 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

Columbia Ultimate Business Systems, LLC
FY2024-26 Maintenance Agreement
Not to Exceed \$139,798

single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general/liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include 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 \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County Approval.)

Worker's Compensation Insurance: if CONTRACTOR employs 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.

(Note: any proposed modifications to these worker's compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by license to engage in a business or profession 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, the CONTRACTOR 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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; snf CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in the Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of the Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

RECORDS AND CONFIDENTIALITY

- 10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records and other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR'S obligations under this Agreement.
- 10.02 **County Records:** When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds more than \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after the final payment under this Agreement.
- 10.05 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
- 10.06 **Ownership of Intellectual Property:** Notwithstanding Section 10.5, CONTRACTOR retains ownership of all pre-existing intellectual property, including but not limited to proprietary software, methodologies, and processes. County shall have a non-exclusive, royalty-free license to use such intellectual property for purposes related to this Agreement.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPPA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR'S performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR'S failure to pay such taxes.

15.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title Sacramento Villicana Chief Deputy Treasurer-Tax Collector	Name and Title Lisa Haren Client Success Manager
Address 168 W. Alisal Street, First Floor Salinas, CA 93901	Address 560 Trinity Parkway, Suite 120 Centreville, VA 20120
Phone: 831-755-5436	Phone: 330-389-1999

16.0 MISCELLANEOUS PROVISIONS

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during the dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

- 16.09 **Time is of the Essence:** Time is of the essence in each and all the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be County of Monterey.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment of this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority.** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into the Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration.** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**
- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.2 **Counterparts.**
- The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.
- 17.3 **Form: Delivery by E-Mail or Facsimile.**
- Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by email transmittal. In either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 **SIGNATURE PAGE.**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____ Approved as
to Form

By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Signed by:
By: Shane Strong office of County Counsel
F631FE484254499...
County Counsel¹
Date: 4/1/2025 | 1:49 PM PDT

Approved as to Fiscal Provisions
By: _____
Auditor/Controller²
Date: _____

Approved as to Liability Provisions
DocuSigned by:
By: David Bolton Risk Manager
3E7A8EEF1DD8446...
Risk Management³
Date: 4/7/2025 | 2:17 PM PDT

CONTRACTOR

Columbia Ultimate Business Systems, LLC
Contractor's Business Name
By: Paul Colangelo
(Signature of Chair, President, or Vice President)*
Paul Colangelo CEO
Name & Title
Date: 3/26/2025

By: Mike Melka
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*
Mike Melka CFO
Name & Title
Date: 3/26/2025

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor/Controller is required

³ Approval by Risk Management is required only if changes are made to sections 7 or 8



Exhibit B-1 to Professional Services Agreement

Software and Services Terms and Conditions

Columbia Ultimate Business Systems, LLC, a Delaware Limited Liability Company ("**CUBS**") and the County of Monterey ("**Client**") enter into these software and services terms and condition ("**STAC**") once each of the parties have signed this STAC. The date this STAC is signed by the last party (as indicated by the date associated with that party's signature) is the effective date ("**Effective Date**") of this STAC. CUBS and Client agree as follows:

1. Agreement. This STAC and all Orders are hereby incorporated into the Professional Services Agreement Between CUBS and Client ("**Agreement**"). In the event of any ambiguity between this Exhibit 1-B and the Professional Services Agreement, the Agreement shall control. All defined terms used in this Agreement may be used in any of their grammatical forms without changing the meaning of the term. All section references under this STAC refer to the corresponding section in this STAC and not a section in an Order.

2. Products and Services.

a) Types of Products. Under an Order, Client may obtain: (1) the object code version of the identified CUBS software ("**Software**"); (2) the object code versions of the identified third party software, third party data files or fields, and other third party items provided to use with the Software ("**Third Party Items**"); (3) third party hardware provided by CUBS ("**Hardware**"); (4) other agreed to deliverables provided as part of CUBS performing Professional Services ("**Work Product**"); or (5) additional licenses to Products already provided to Client by CUBS. "**Products**" means any Software, Third Party Items, Hardware and Work Product that CUBS agrees to provide under this Agreement.

b) Types of Services. Under an Order, Client may obtain: (1) implementation, advisory, consulting, training, managed, development, administration, or other types of professional services in the ordinary course of business ("**Professional Services**"); (2) maintenance and support services for the Products, which are additive to the Products, as defined in CUBS then current support services guide ("**Support Services**"); or (3) hosting services for the Products as defined in CUBS then current hosting services guide ("**Hosting Services**"). "**Services**" means any Professional Services, Support Services and Hosting Services that CUBS agrees to provide under an Order. Services are additive to the Products. CUBS then current support guide and hosting guide ("**Guides**") are each incorporated into this Agreement by reference and can be accessed through CUBS online customer resource center. CUBS may update the Guides, from time to time, by making the updated Guide available through CUBS online customer resource center. In the event of any ambiguity between the Guides and the Professional, the Agreement shall control.

c) Orders. To obtain any Products or Services from CUBS, Client will enter into a written document with CUBS that at a minimum incorporates this STAC, specifies the Products and Services being provided to Client, and sets forth the Fees (each an "**Order**"). An Order may take the form of a statement of licenses and services attachment, a schedule, a statement of work, a change order, an amendment, or other ordering document agreed to by the parties in writing.

3. Grant of Rights.

a) Subscription Use Rights. CUBS hereby grants Client a non-exclusive and non-transferable subscription right for Client to use and access the Products or Services for Client's internal business operations starting for the Term in exchange for Client paying the applicable Fees for the Term. For any Software or Third-Party Item provided on a subscription basis, the subscription includes this right to use and the corresponding Support Services. To use the Products, Client will need to achieve a Go Live Date. "**Go Live Date**" means the date CUBS makes any of the Products available in a production, non-test environment.

b) Documentation. For Software, CUBS shall provide Client with access to the electronic help files that CUBS makes generally available for the corresponding version of the Software ("**Documentation**"). CUBS hereby grants Client a non-exclusive and non-transferable license to use the Documentation for Client's internal business operations and in



conjunction with Client's use of and supporting and training users to use the corresponding Software.

c) Hardware. To the extent Client obtains any Hardware under an Order, CUBS shall deliver the Hardware to Client's Site FOB (CUBS shipping address) and Client shall reimburse CUBS for all shipping and insurance costs. Any configuration of the Hardware will be a standard "configuration and setup" of the Hardware to work with the Software. Until full payment is received for the Hardware, or the Hardware is returned, Client grants CUBS a security interest in all the Hardware.

d) Third Party Items. Client shall only use the Third-Party Items as part of the Software or if not provided as part of the Software, in association with Client's use of the Software. Client acknowledges that Third Party Items may be governed by third party terms and conditions that also govern Client's use of the Third-Party Items ("**Third Party Agreement**"). If a Third-Party Agreement is required, CUBS will either: (1) include it as part of an Order; (2) indicate that the Third-Party Agreement is required and have the Client obtain the Third-Party Agreement from the provider of the Third Party Item; or (3) provide the Third Party Agreement separately in a different manner. If the Third-Party Agreement conflicts with any provision of this Agreement, the Third-Party Agreement will prevail as it relates to the Third-Party Items. If a supplier suspends or terminates CUBS ability to provide the Third-Party Item, CUBS will use reasonable efforts to provide a replacement for that Third Party Item. If CUBS notifies Client that a Third-Party Item can no longer be used, Client will cease using the Third-Party Item and, if necessary, any related Software in the timeframe set forth in the notice. If that occurs, CUBS will cease charging Client the applicable Fees once Client ceases using the applicable Products.

4. **Deployment.**

a) Types of Deployment. As indicated on an Order, CUBS will deploy the Products in one of the following ways:

- 1) "Hosted" – For Products hosted by CUBS, CUBS will provide the hosted Products and Hosting Services in accordance with CUBS then current hosting guide.
- 2) "On-Premise" – For Products provided on-premise at Client's designated site in the Order ("**Client's Site**"), CUBS shall deliver the Products electronically and Client shall only install the Products on servers at the Client's Sites. Subject to Client first providing CUBS with at least 30 days advance written notice, Client may move the on-premise Products to a new Client site. For on-premise Products and subject to the Capacity limitations, Client may make a reasonable number of copies of the Products as required for testing, development, archival and backup purposes. For all copies, Client shall keep a record of all copies made and shall include all copyright, trademark or other proprietary notices included in the original on such copies.

b) Remote Use. Client may permit remote use of the Products at any location on computers connected to either Client's Site or the hosted environment via a local area network, wide area network, the Internet, or other network. CUBS may provide applications for Client to install on those computers to facilitate this remote use and those applications will be considered Software under this Agreement.

c) Technical Requirements. Except as provided in an Order, Client shall (1) obtain and maintain all equipment, Internet access services, and connections; (2) modify its network; (3) satisfy any desktop or hardware requirements; and (4) do all other things necessary to use the Products and Services.

5. **Permitted Third Party Uses**

a) Customers Access and Consumer Interactions. CUBS may provide Products that permit Client to grant Client's customers access to information in the Products or to allow Clients to communicate or interact with consumers. CUBS permits Client to use those Products for this purpose subject to: (1) Client not exceeding the applicable Capacity in providing that access; (2) Client adopting and maintaining reasonable security procedures to safeguard the Client Data; and (3) Client making sure Client's customers and consumers are not using the Product for any other purpose.

b) Client's Affiliates and Subcontractors. Client may allow its Affiliates or subcontractors to use the Products and



Services for Client's and the Affiliates' internal business operations; subject to: (1) the applicable Capacity; (2) the Affiliate or subcontractor not being a direct competitor to CUBS; (3) Client ensuring that such Affiliate or subcontractor complies with this Agreement as it relates to the use of the Products and Services; and (4) Client terminating an Affiliate's or a subcontractor's rights to use the Products and Services immediately after the Affiliate or subcontractor ceases being an Affiliate of or a subcontractor to Client. Upon CUBS request, Client shall promptly identify all such Affiliates and subcontractors. Client hereby agrees that Client remains primarily liable for any breach of this Agreement caused by any of its Affiliates or subcontractors. "**Affiliate**" means an entity that a party controls through or that directly or indirectly controls a party through either voting agreements or ownership of 51% or more of the entity's stock or equity interest.

c) No Other Third-Party Rights of Use. Aside from the third party uses permitted under Sections 5(a)-5(b), Client shall not sublicense, use the software on a time share, service bureau or application service provider basis, or otherwise distribute the Products or allow any other third party to access or use the Products.

6. Restrictions.

a) Capacity. Client shall not exceed the Capacity obtained by Client under an Order. "**Capacity**" means either the number of licenses, number of users, number of transactions, storage capacity, size of the system, server limitations, or any other capacity limitation on Client's ability to use a Product or Service as defined in an Order. When Client needs to increase Capacity, Client will acquire additional Capacity by entering into an Order with CUBS and paying the applicable Fees agreed to in the Order.

b) License Keys. Some of the Products may contain license keys or authorization codes (each a "**License Key**") that may only permit Client to use the Products for the applicable fees, the Capacity, or for the duration of the applicable Term. To maintain the License Key, Client will need to timely pay the applicable Fees prior to the end of the Term. Client acknowledges that if Client does not pay the applicable Fees before the end of the applicable Term that the License Key will expire and the applicable Product and all Products that depend on the applicable Product will become inoperable. Client further acknowledges that the License Key will prevent Client from exceeding the Capacity for the applicable Product and any attempts by Client to do so may result in errors in the Products or the Products becoming inoperable.

c) No Tampering. Client shall not, indirectly or directly, attempt to or actually: (1) alter, modify, adapt, translate, copy (except as expressly permitted in this Agreement), reverse engineer, decompile, disassemble, or create any derivative works of the Products; (2) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in the Products or Documentation; (3) circumvent any user limits, License Keys, or other license, timing or use restriction built into the Products; (4) perform any penetration testing, scans, or testing of CUBS networks, hosting environments, or connections without the advance written consent of CUBS; or (5) use any hosted Products in a manner that violates any acceptable use policy that applies to the hosted products.

d) Benchmarking. If Client runs any type of comparison or benchmarking exercise of the Products, Client shall notify CUBS in advance of that exercise and upon CUBS request, promptly disclose the results to CUBS. Client shall not disclose to any third party the results of any benchmarking of the Products and shall not use those results for any business activities that compete with CUBS.

e) No Transfer or Assignment. Without obtaining CUBS advance prior written consent, Client shall not assign, transfer or otherwise delegate, in whole or in part: (1) any of the licenses or the Products or Services; or (2) any of Client rights, duties or obligations under this Agreement. Any assignment, transfer, or delegation made by Client without complying with this Section is null and void and will permit CUBS to terminate this Agreement immediately upon providing written notice to Client. Any, indirect or direct, change of ownership of Client is considered an assignment.

f) No High-Risk Use. The Products are not designed or intended for use in any situation where failure or fault of any of the Products could lead to death or serious bodily injury of any person or to severe physical or environmental



damage ("**High Risk Use**"). Client is not licensed to use the Products in, or in conjunction with, High Risk Use.

7. **Services.**

a) Support Services. Subject to Client timely paying all invoices and meeting all technical requirements to receive the Support Services, CUBS shall provide the Support Services for the most recent major version and immediately prior major version of the Software. For sake of clarity, a major release relates to a change to the left of the decimal point in the applicable version of the Software. Client shall report any perceived problem to CUBS in accordance with CUBS then current support guide and CUBS shall work to address any reproducible material nonconformance with the Documentation in accordance with CUBS then current support guide. If a reported issue results from something other than the Products or Services, CUBS may charge Client and Client shall pay CUBS then current hourly rate for such assistance. Client will timely provide CUBS personnel and subcontractors with all reasonably requested information, data, materials, access, and decisions to assist CUBS in rendering the Support Services.

b) Performance of Professional Services. The parties will agree to the scope of the Professional Services in the Order. If changes to or additional Professional Services are needed, the parties will enter either into a change order or a new Order to document the change in scope and fees. CUBS has no obligation to provide any Professional Services other than those set forth in an Order or change order. Client will timely provide CUBS personnel with all reasonably requested information, data, materials, system access, and decisions to assist CUBS in rendering the Professional Services. If a client delay impacts the Professional Services, CUBS may issue a change order reflecting CUBS costs, fees, and expenses in modifying the schedule for performing the Professional Services. If the parties fail to agree to any such change order, CUBS may suspend the performance of the Professional Services until a resolution can be reached.

c) Traveling to Provide Services. CUBS will normally provide Professional Services and Support Services on a remote basis. If the parties agree to CUBS traveling to Client's locations to perform Professional Services or Support Services, CUBS will make the necessary travel arrangements in accordance with CUBS then current travel policy. Client acknowledges that, once scheduled and committed, CUBS may incur out-of-pocket expenses if Client cancels or reschedules any planned travel event. Accordingly, Client may reschedule or cancel, at no charge, upon two (2) weeks prior notice. If Client reschedules or cancels without such prior notice, Client will reimburse CUBS for any actual out-of-pocket expenses incurred by CUBS to reschedule or cancel the trip. Client acknowledges that if Client does cancel or reschedule, Client will be scheduled for the next available place in the service queue (i.e., bottom of the queue). While performing Services at Client's locations, Client shall provide CUBS personnel with a reasonable workspace, furniture, supplies and equipment to allow CUBS to perform the applicable Services.

d) Use of Subcontractors. CUBS may subcontract some or all of its obligations under this Agreement to a third party or an Affiliate; subject to all subcontractors being bound by written agreements that provide confidentiality obligations that protect Client's Confidential Information from disclosure. CUBS hereby agrees that CUBS remains primarily liable for any breach of this Agreement caused by any of its Affiliates or subcontractors.

8. **Fees.**

a) Fees and Expenses. The parties will agree to the fees for the Products and Services in the Order ("**Fees**"). Client shall reimburse CUBS for travel, lodging, meal, and other expenses reasonably incurred by CUBS in providing the Services subject to the requirements of the County of Monterey Travel and Expense Policy ("**Expenses**").

b) Payment Terms. All Fees are listed in an Order and on invoice as U.S. Dollars. Client shall make all payments of any type of invoice from CUBS in U.S. Dollars. CUBS shall invoice Client for the Fees in accordance with the frequency and payment terms set forth in the applicable Order. CUBS shall invoice Client for all Expenses and Taxes after the month they are incurred. Unless otherwise set forth in the applicable Order or unless disputed in accordance with Section 8(c), Client shall pay all Fees, Expenses, and Taxes within 60 days of the applicable invoice date.

c) Fee Disputes and Late Payments. Subject to Client: (1) timely paying all amounts that are not in dispute; and (2)



notifying CUBS in writing with reasonable detail of the reasons for dispute prior to the due date of the invoice; Client may withhold payment for an invoiced amount Client reasonably disputes in good faith. The parties will promptly work together in good faith to resolve the dispute and if CUBS is able to provide written documentation that the disputed amount is proper, the dispute will be deemed resolved. Upon resolution of the dispute, Client will pay any amounts owed within 15 days. Suspension. By sending Client reasonable advance written notice, CUBS may suspend providing any Product or Service for Client's failure to timely pay any amount due that is not disputed in accordance with Section 8(c).

c) Fee Increase. Except as set forth in an Order, CUBS may, by providing advance written notice to Client, increase any Fees on an annual basis by the greater of either: (1) a 5% increase over the prior year's Fees; or (2) an increase equal to the percentage increase in the Federal Bureau of Labor Statistics, Consumer Price Index (CPI) for all Urban Consumers, over the previous 12 months. Despite this cap on fee increases, CUBS may pass through any fee increases for Third Party Items even if such fee increases exceed this cap by notifying Client of the corresponding increase by the supplier. This fee increase is intended to reimburse CUBS for increased costs of maintaining all Products and Services covered in the Order.

9. Intellectual Property. CUBS retains the ownership of all right, title, and interest in and to the Products, the Documentation, and CUBS Confidential Information. Client agrees to assign and hereby does assign all right (including all copyrights, patent rights and other intellectual property rights), title and interest in the any improvements made to the Products to CUBS. The Products and Documentation are considered CUBS Confidential Information.

10. Client Data, Confidentiality and Security

a) Client Data. Client has all necessary rights and consents needed to permit CUBS to use and have access to all Client Data and any other data, materials and systems Client provides to CUBS for the purposes of CUBS providing the Products and Services. Client shall ensure the accuracy and integrity of its Client Data and adopt procedures to identify and correct errors and omissions in the Client Data. CUBS has no obligation to and does not review Client Data for accuracy or potential third-party liability. "**Client Data**" means personally identifiable data that Client either provides to CUBS to provide the Services or supplied by Client to any of the Products that may be accessed by CUBS in providing the Services. Client owns all Client Data and Client Data is Client's Confidential Information.

Notwithstanding anything above to the contrary, CUBS shall not data mine or otherwise compile metadata from Client Data or materials provided by Client except as reasonably necessary for the purpose of enabling CUBS to maintain or enhance the Subscription, Hardware, and Services subject to this Agreement; and CUBS shall not sell to a third party or use for commercial purposes, or otherwise, any Client Data or materials provided by Client for the purpose of enabling CUBS to perform the Professional Services

b) Confidential Information. CUBS acknowledges that Client is a public entity within the State of California, subject to the Public Records Act (California Government Code section 6250 et seq.) In the event that Client receives a request for records related to this Agreement or any products or services provided by CUBS, Client shall within a reasonable time inform CUBS of said request. Client shall respond to any such public records request unless CUBS claims a statutory exemption within the statutory period allowed for response to the records request. If CUBS, in its sole discretion, claims a statutory exemption as the basis for withholding responsive records after Client's receipt of a public records request, CUBS shall immediately indemnify and hold harmless Client from any and all claims, suits, or actions, including but not limited to any administrative hearings, brought against Client in relation to CUBS non-disclosure of potentially responsive records. Said indemnity shall include holding Client harmless for any and all damages whatsoever including reasonable attorney's fees and costs. CUBS duty to indemnify pursuant to this section shall survive for three (3) years beyond the date of termination or expiration of this Agreement.

c) Information Security. To protect Client Data from disclosure, CUBS shall maintain an information security program that is certified with PCI-DSS and ISO 27001. If either of these standards cease to exist or if CUBS reasonably determines that a standard needs to be replaced, CUBS may change the standards CUBS complies with by notifying



Client in writing of the change and how such change impacts CUBS information security program. CUBS will report to Client any confirmed security breach or unauthorized access affecting Client Data of which CUBS becomes aware. CUBS will use diligent and reasonable efforts to remedy any breach of security or unauthorized access related to CUBS facilities and systems, the hosting site (if applicable), and any Client Data. Client will cooperate with CUBS in such efforts. CUBS may suspend Client's access to the Products or Services if there is a suspected security breach. Client acknowledges that no safeguards, procedures or processes will guarantee security of Client Data and CUBS does not have any responsibility related to who Client provides access to such Client Data. Client is responsible for controlling all access to the Product and Services that Client grants to its users, including administering and maintaining the confidentiality of all user accounts and passwords. For the sake of clarity, CUBS is responsible for damages incurred by Client as a result of CUBS breach of this Section, but CUBS is not liable for any damages incurred by Client as a result of a security breach or unauthorized access to Client Data that results from: (1) Client's actions; or (2) from the actions of any third party other than CUBS Affiliates or subcontractors.

d) De-Identified Data and User Experience. Subject to the prohibits stated in section 10(a) of this Exhibit B-1, CUBS may collect De-Identified Data to: (1) monitor Client's Capacity; (2) improve the Products, Services, or the user experience; (3) offer trending or statistical de-identified information to CUBS user base; and (4) aggregate and use De-Identified Data for CUBS business needs. "**De-Identified Data**" means statistical, system, usage, user experience, license, performance, and other data that does not identify Client, Client's customers, any individual, or any entity. CUBS shall only use De-Identified Data in a manner that complies with applicable laws.

e) Residuals. As with any person performing their job, CUBS personnel may learn to be more efficient and better at their jobs through learning and developing new ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations in providing the Products and Services to Client ("**Residuals**"). CUBS may use, disclose, and otherwise employ such Residuals in its business without violating this Agreement. For example, if another customer requests CUBS to implement a similar process to what Client is using, CUBS may do so and may use the Residuals to do so. Client shall not assert against CUBS any prohibition or restraint from using the Residuals as outlined in this Section.

11. Term and Termination.

a) Term. The Order will define the term for the Products and Services ("**Term**"). Unless earlier terminated under this Section 11, the STAC will remain in effect as long as there is an Order in place between the parties.

Termination. County reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to CUBS.

b) Other Termination Rights and Sunsetting Products. CUBS may terminate an Order, a license, providing a Product or Service, or this Agreement if: (1) Client fails to pay any amount owed to CUBS that is not being disputed in accordance with Section 8(d) and Client does not cure such default within thirty (30) days following written notice to Client of such failure to pay; in which case, termination will automatically occur at the end of such 30 day period; (2) Client breaches a Third Party Agreement, or infringes, misappropriates, or otherwise violates CUBS or its suppliers proprietary rights, in which case termination will occur upon CUBS notifying Client of the breach and CUBS exercising its termination rights under this Section; or (3) Client commits, pleads guilty or nolo contendere to, or is convicted of any act or offense involving moral turpitude or Client otherwise commits a willful dishonest act that could injure CUBS in any material respect in which case termination will occur upon CUBS notifying Client of the breach and CUBS exercising its termination rights under this Section. For the sake of clarity this Section 11 does not prevent CUBS from replacing a Third-Party Item in accordance with Section 3(d). In addition to replacing or terminating a Third-Party Item as set forth in Section 3(d), CUBS may cease providing and supporting any Product by providing Client with at least 12 months advance written notice that the applicable Product is being sunset. After that 12 month period, CUBS will have no further obligations related to the applicable Product and will cease charging Client for the applicable Fees.

c) Effect of Termination. Upon termination of this Agreement, an Order, or any applicable Products or Services,



Client will immediately stop using and CUBS will cease provide the applicable Products and Services. Upon CUBS request, Client will have an authorized officer certify in writing that it has complied with this Section 11(e). CUBS may also validate that Client has ceased using the Products and Services by conducting an audit under Section 12 for a period of two years after the termination of this Agreement. Sections 8, 9, 10 (except Section 10(d) which will terminate after CUBS purges all Client Data), 13, 14, 15, 16, 18, 19 (for the time period set forth therein), 20-23, and 25 will survive termination of this Agreement or any Order and will continue to apply to all terminated Orders. CUBS duty to indemnify pursuant to section 10(b) of this Exhibit B-1 shall survive the termination or expiration of this Agreement for a period of three (3) years.

d) Handling of Confidential Information After Termination. If any Client Data is stored as part of any hosted Product, Client may request in writing that CUBS provide a copy of that Client Data within 30 days of the termination of the applicable Order or this Agreement. Upon receipt of that request, CUBS will provide a copy of the hosted Client Data from the last backup thereof, subject to Client being current on paying all invoiced amounts not being disputed in accordance with Section 8(d). Regardless if Client makes that request, the Recipient will destroy and purge from its computer systems the Discloser's Confidential Information (including all copies, excerpts and summaries thereof) within 90 days of termination of the applicable Order or this Agreement, except to the extent: (1) if any Order remains in effect, the parties may retain the Client's Confidential Information needed to continue to provide or receive Products and Services under that Order; or (2) the Disclosure's Confidential Information is stored pursuant to Recipient's standard back-up procedures or retained to meet Recipient's legal or regulatory requirements or internal audit, document retention or internal compliance requirements. If Recipient retains any of Discloser's Confidential Information, Recipient shall continue to abide by Section 10 relative to such Confidential Information and destroy and purge such Confidential Information within the normal timeframe for deleting and purging such data. Upon request by the Discloser, the Recipient will have a corporate officer of Recipient certify in writing that Recipient has complied with its obligations under this Section.

12. Audit Rights.

a) On Site Audits. Subject to Client being current on Fees not being disputed under Section 8(d) and Client providing CUBS with at least 10 business days' advance written notice, Client may conduct an audit of CUBS information security program at CUBS applicable offices. If Client is using any Products and Services in an on-premise deployment and subject to CUBS providing Client with at least 10 business days' advance written notice, CUBS may conduct an audit of Client's use of the Products and Services at Client's Site. Any party conducting an audit under this Section may use its own personnel or third party representatives to perform the audit and may only conduct such an audit once during any 12 month period. The auditing party will perform the audit on a mutually agreed to date with the audited party, during the audited party's normal business hours, in accordance with generally accepted auditing standards, and in a manner that reasonably minimizes disruption to the audited party's business. The auditing party acknowledges that those conducting the audit will only be granted access to those areas of the audited party's systems and facilities that are relevant to the purpose of the audit. The auditing party will ensure that all personnel and representatives conducting the audit: (1) have confidentiality obligations in place that prevent the disclosure of the information learned in conducting the audit to anyone but the auditing party; (2) execute any other confidentiality agreements reasonably deemed necessary by the audited party, subject to the written mutual consent of the parties; (3) comply with the audited party's reasonable supervision and all applicable policies and procedures while on the audited party's site; and (4) do not remove any information from the audited party's site without the audited party's express written permission. The auditing party will conduct the audit at its own expense.

b) Client Security Information Requests. CUBS receives a number of requests from CUBS customer base related to CUBS information security and compliance programs. To efficiently respond to those requests, CUBS maintains a packet of information that provides information related to these programs. Upon Client's written request, CUBS will provide this packet of information at no additional cost. If Client requests that CUBS fills out Client's questionnaires, information requests or similar documents instead of using this packet of information, Client will compensate CUBS for the time in fulfilling that request at a minimum fee of \$500 and a maximum fee of \$3,500 based on the number of hours CUBS spends in fulfilling the request. CUBS does not charge fees for answering questions related to CUBS packet of information or providing additional material that is not already covered by CUBS packet of information.



c) **CUBS Monitoring.** CUBS may verify Client's compliance with this Agreement at any time, by: (1) inspecting the use of the Products and Services via remote access; and (2) having the Products collect and report compliance information back to CUBS, subject to the prohibitions of section 10(a) of this Exhibit 1-B. If either an audit, an inspection, or any collected information by CUBS reveals any use of the Products and Services beyond scope permitted by this Agreement or in a manner that infringes CUBS or its suppliers' intellectual property rights, CUBS may do any of the following: suspend Client's use of the Products and Services, exercise CUBS rights under Section 11, have Client promptly pay any applicable uncontested Fees due for such use, or pursue all other remedies available to CUBS under this Agreement or at law and in equity.

13. Compliance with Laws. Each party is responsible for its own compliance with and each party shall comply with all laws, statutes, and regulations applicable to its own business and related to the handling of personally identifiable information. In addition, Client shall comply with all Laws and Standards and use the Products and Services in a manner that complies with Laws and Standards. Client acknowledges that Client has not retained CUBS to provide guidance, advice, or counsel with respect to the Laws and Standards and Client assumes all risk and liability for Client's own compliance with the Laws and Standards. "**Laws and Standards**" means the Health Insurance Portability and Accountability Act, Hi-Tech Act, Fair Debt Collection Practices Act, Electronic Funds Transfer Act, Telephone Consumer Protection Act, PCI-DSS, and any other applicable international, Federal, state, and providence laws, statutes, regulations, treaties, and industry standards that govern the pursuit or collection of debt, contacting individuals, handling of personally identifiable or financial information, privacy, and Client's use of the Products and Services to support such activities. Client acknowledges that CUBS is a United States company and offers no representation or warranty that CUBS its Affiliates, or subcontractors comply with any other countries' laws, regulations, or standards. If Client becomes aware of a regulatory investigation or a claim related to Client's use of the Products and Services, Client will promptly notify CUBS.

14. Warranties. CUBS warrants that CUBS uses reasonably qualified personnel to provide the Services. Client's sole and exclusive remedy for a breach of this warranty is CUBS re-performing of the applicable Services at no additional cost to Client. Client acknowledges that Client is not relying upon any other representations, warranties, or promises that are not contained in this Agreement. *EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, CUBS DISCLAIMS ALL WARRANTIES WITH REGARD TO THE PRODUCTS AND SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. CUBS DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUBS DISCLAIMS ANY WARRANTY OR REPRESENTATION UNDER THIS AGREEMENT TO ANY PERSON OTHER THAN CLIENT.*

NOT WITHSTANDING ANYTHING ABOVE TO THE CONTRARY, CUBS WARRANTS THAT IT HAS THE SOLE AND EXCLUSIVE RIGHT TO AUTHORIZE CLIENT'S USE OF THE PRODUCTS AND SERVICES SUBJECT TO THIS AGREEMENT. IN THE EVENT THAT CLIENT'S USE OF THE PRODUCT OR SERVICES IS TERMINATED OR TEMPORARILY SUSPENDED AS A RESULT OF A CHALLENGE TO CUBS PROPRIETARY RIGHT TO ALLOW CLIENT'S USE OF THE PRODUCT AND SERVICES SUBJECT TO THIS AGREEMENT, OR IN THE EVENT THAT THE PLATFORM FAILS TO FUNCTION DURING THE TERM OF THIS AGREEMENT, COMPANY SHALL, AT IT'S SOLE EXPENSE, PROVIDE CUSTOMER WITH A FUNCTIONALLY EQUIVALENT PLATFORM FOR CUSTOMER'S CONTINUED USE THROUGH THE TERM OF THIS AGREEMENT; COMPANY'S DUTY TO PROVIDE AN EQUIVALENT PLATFORM PURSUANT TO THIS SECTION SHALL NOT BE SUBJECT TO THE LIMITATION OF LIABILITY DESCRIBED IN THIS SECTION.

15. Limitation of Liability. *EXCEPTING AS TO CUBS DUTY TO INDEMNIFY CLIENT AS SPECIFIED IN SECTION 8 of the PROFESSIONAL SERVICES AGREEMENT AND SECTION 10(a) OF THIS EXHIBIT B-1, FOR ANY CAUSES OF ACTION, CLAIMS, OR ASSERTIONS ARISING UNDER OR RELATED TO THIS AGREEMENT OR TO THE PRODUCTS AND SERVICES (EACH A "CLAIM"), CUBS LIABILITY IN THE AGGREGATE TO CLIENT WILL NOT EXCEED THE FEES PAID BY CLIENT TO CUBS UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE DATE THE CLAIM IS MADE, REGARDLESS OF*



THE FORM OF ACTION (WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE). IN NO EVENT WILL CUBS BE LIABLE TO CLIENT FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE, EVEN IF CUBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Excepting as required by section 8 of the Professional Services Agreement and section 10(a) of this Exhibit B-1, neither party may bring any claim or action arising out of or related to acts or omissions relating to or arising from this Agreement, regardless of the form, against the other party more than two (2) years after the occurrence of such acts or omissions.

16. Insurance. During the Term, CUBS shall maintain insurance of the following types (or an equivalent policy type) and amounts: (a) commercial general liability with a limit of not less than \$2,000,000 each occurrence; (b) automobile liability with a limit of not less than \$1,000,000 each accident; (c) workers' compensation and employers' liability insurance in accordance with each state law; and (d) technology and omissions liability insurance policy with a privacy endorsement or an equivalent policy with limits of liability in the minimum amount of \$5,000,000 in the aggregate. All insurance coverages under this Section will be written by companies having an A.M. Best rating of "A-" or better, or equivalent. Within a reasonable time after Client's request, CUBS will furnish a certificate of insurance verifying these coverages.

17. Disputes and Governing Law.

a) Governing Law. This Agreement will be interpreted and construed in accordance with the laws of the state of California in the United States without regard to conflict of law principles. All disputes arising out of or related to this Agreement will be exclusively brought and exclusively maintained in the State courts located in Monterey County, California,

18. Government Sales. This section applies to all acquisitions of Products and Documentation (collectively or individually for the purposes of this section, the "Government Acquired Products") by or for the government of the United States of America or other government entity (the "Government"), or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the Government. By accepting delivery of the Government Acquired Products, Client hereby acknowledges that (a) the Products and Documentation have been developed exclusively at private expenses, (b) the software based Products are commercial software and the Documentation is commercial software documentation within the meaning of the acquisition regulation(s) applicable to this procurement, (c) the terms and conditions of this Agreement govern the all use and disclosure of the Government Acquired Products, and will supersede any conflicting contractual terms or conditions, and (d) this Agreement meets the Client's needs or is consistent in all respect with United States law.

19. Export. Client shall not export or re-export the Products without the prior written authorization of CUBS and, as may be required under United States laws and regulations, the prior written authorization of the United States Department of Commerce or any other relevant Federal agency. Client agrees that it will not export or re-export, directly or indirectly, the Products: (A) to a third party that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (B) to any entity on the Department of Commerce Entity List; (C) to any person or entity on the Department of Commerce Denied Persons List; (D) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control; or (E) to any entity or individual contained in the lists of prohibited entities and persons maintained by the Office of Foreign Assets Control. CUBS does not represent that the Products are appropriate or available for use in other countries. If Client obtains CUBS authorization to export the Products, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries.

20. Force Majeure. Except for Client's payment obligations hereunder, a party will not be responsible for any failure to perform due to acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, strikes, or other causes beyond its reasonable control (each a "**Force Majeure Event**") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the



Force Majeure Event. If the Force Majeure Event causes a delay of more than three months, either party may terminate an Order or this Agreement without penalty by providing written notice to the other party.

21. Trademarks. Neither party shall use the other party's name or trademark without the express written permission of the other party. Notwithstanding the forgoing sentence, CUBS may use Client's name for the sole purpose of identifying it as a customer of CUBS in CUBS marketing materials, press releases, sales presentations, and websites.

22. Debarment. To its knowledge, CUBS has not been debarred, excluded, suspended, or otherwise determined to be ineligible to participate in federal or state health care programs, including the Medicare and Medicaid programs (collectively, "Debarred" or "Debarment", as applicable). CUBS shall provide Client with prompt notice if CUBS (a) receives notice of an action with respect to CUBS Debarment during the Term of this Agreement; or (b) is or will become Debarred. Upon receipt of such notice from CUBS or if Client determines CUBS is Debarred, Client may, in its sole discretion, terminate this Agreement immediately and without further obligation upon written notice to CUBS. With respect to this Section 24, "CUBS" shall include CUBS officers, directors, members, managers, and employees.

23. S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). **S9.2** The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. **S9.3** CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract

Each party is signing this agreement on the date stated in that party's signature block.


County of Monterey	Columbia Ultimate Business Systems, LLC
Signature:	Signature:  Mike Melka
Printed Name:	Printed Name: Mike Melka
Title:	Title: CFO
Date:	Date: 3/27/2025

Exhibit B -2 to Professional Services Agreement Statement of Licenses and Services Attachment

Columbia Ultimate Business Systems, LLC ("CUBS") and the County of Monterey ("Client") enter into this Statement of Licenses and Services Attachment ("SLSA") under the attached Standard Terms and Conditions (the "STAC"). For the sake of clarity, this SLSA comprises the initial Attachment entered into under the STAC. Any capitalized terms used in this SLSA have the same meaning provided in the STAC, unless otherwise stated in this SLSA. To the extent this SLSA conflicts with the STAC, or the terms of the Professional Services Agreement the terms of the Professional Services Agreement shall control. The date this SLSA is signed by the last party (as indicated by the date associated with that party's signature) will be deemed the effective date of this SLSA. CUBS and Client agree as follows:

1 Subscription Basis

- a) Subscriptions Items. The below table summarizes the Products and Services being provided on a subscription basis, the Type of Subscription (i.e., hosted, on premise, or service), the Permitted Capacity for each, and the subscription fees for each.

Price Schedule

County of Monterey #53839



COLUMBIA ULTIMATE®

SILVER SUPPORT ANNUAL FEES

for July 1, 2024 through June 30, 2025

Qty	Description	Annual Support	Annual License
40	Revenue Plus Collector System (RPCS) Licenses	\$18,956.00	\$6,319.00
6	RPCS Query Access License	\$755.00	\$252.00
6	jBase Database Licenses for View Only Licenses	\$446.00	\$87.00
48	CU-Emulate 43/5	\$4,010.00	
1	Account Distribution/Payment Proration Module	\$4,706.00	\$941.00
1	Tax Intercept Module	\$950.00	\$188.00
1	California FTB/COD Module	\$1,899.00	\$380.00
1	CU-Archive	\$621.00	
1	CU*Transit - Data Transmission Module - \$150/month	\$2,215.00	
1	Ecliptics - Client View (\$484.00/month)	\$7,143.00	
1	Standard Interface	\$3,376.00	
1	Proj. #20744 Distribution of notes program	\$438.00	
1	Proj. #62207 60-day Delinquent Flagging	\$1,534.00	
1	Proj. #62211 Auto Distribution Programming	\$1,918.00	
1	Proj. #63789 Court Interface	\$1,534.00	
1	Proj. #66683 OCR Scan Line and Payment Proc	\$422.00	
1	Proj. #68574 Facility Entity Reports	\$460.00	
1	Proj. #122409A Phase I - Violation Code % Calculation	\$575.00	
1	Proj. #121880 Generate file for Immedia Transmittal	\$575.00	
1	Proj. #148209 Interface Between CU and SJE	\$613.00	
1	Proj. #200317 Upload COD files for Electronic	\$486.00	
1	Proj. #209866 Sustain Interface	\$4,396.00	
1	Proj. #209889 SJE Export	\$648.00	
1	Proj. #214681 Need Ability to Print Stubs with OCR	\$587.00	
1	Proj. #323193 Creation of Interface w/Private	\$648.00	
SUBTOTAL		\$59,911.00	\$8,167.00
TOTAL		\$68,078.00	

SEPARATE SERVER

1	Revenue Plus Collector System NT (RPCS NT) Licenses*	\$529.00	\$177.00
* 3 licenses are on this separate server, but only 1 is subject to support/relicense			
1	CU-Emulate*	\$82.00	
* 2 licenses are on this separate server, but only 1 is subject to support			

\$611.00	\$177.00
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SEPARATE SERVER SUB-TOTAL

\$788.00

FISCAL YEAR 2024-2025 TOTAL (Does not include Ultimate Contacts)

\$68,866.00

Please note:

- « Any applicable taxes are not included.
- « Products and/or services purchased after receipt of this schedule will be added to the invoice.

SILVER SUPPORT ANNUAL FEES
for July 1, 2025 through June 30, 2026

Qty	Description	Annual Support	Annual License
40	Revenue Plus Collector System (RPCS) Licenses	\$19,525.00	\$6,509.00
6	RPCS Query Access License	\$778.00	\$260.00
6	jBase Database Licenses for View Only Licenses	\$459.00	\$90.00
48	CU-Emulate 43/5	\$4,130.00	\$0.00
1	Account Distribution/Payment Proration Module	\$4,847.00	\$969.00
1	Tax Intercept Module	\$979.00	\$194.00
1	California FTB/COD Module	\$1,956.00	\$391.00
1	CU-Archive	\$640.00	
1	CU*Transit – Data Transmission Module	\$2,281.00	
1	Ecliptics - Client View	\$7,357.00	
1	Standard Interface	\$3,477.00	
1	Proj. #20744:Distribution of notes program	\$451.00	
1	Proj. #62207:60-day Delinquent Flagging	\$1,580.00	
1	Proj. #62211:Auto Distribution Programming	\$1,976.00	
1	Proj. #63789:Court Interface	\$1,580.00	
1	Proj. #66683:OCR Scan Line and Payment Proc	\$435.00	
1	Proj. #68574:Facility Entity Reports	\$474.00	
1	Proj. #122409A:Phase I - Violation Code % Calculation	\$592.00	
1	Proj. #121880:Generate file for Immedia Transmittal	\$592.00	
1	Proj. #148209:Interface Between CU and SJE	\$631.00	
1	Proj. #200317:Upload COD files for Electronic	\$501.00	
1	Proj. #209866:Sustain Interface	\$4,528.00	
1	Proj. #209889:SJE Export	\$667.00	
1	Proj. #214681:Need Ability to Print Stubs with OCR	\$605.00	
1	Proj. #323193:Creation of Interface w/Private	\$667.00	
SUBTOTAL		\$61,708.00	\$8,413.00
TOTAL		\$70,121.00	
SEPARATE SERVER			
1	Revenue Plus Collector System NT (RPCS NT) Licenses*	\$545.00	\$182.00
* 3 licenses are on this separate server, but only 1 is subject to support/relicense			
1	CU-Emulate*	\$84.00	
* 2 licenses are on this separate server, but only 1 is subject to support			
		\$629.00	\$182.00
SEPARATE SERVER SUB-TOTAL		\$811.00	
FISCAL YEAR 2025-2026 TOTAL (Does not include Ultimate Contacts)		\$70,932.00	

Permitted Capacity. As set forth in this SLA, the number of “seat licenses” means the total number of Client’s concurrent users that may use the Products at one time in all environments. In addition, if Client exceeds any of the capacity limitations set forth above for the hosting services, Client acknowledges that CUBS will need to increase capacity and Client shall be obligated to pay the corresponding fee increase at the rates established by the Professional Services Agreement and this Exhibit B-2.

2 Subscription Terms

- a) Types of Subscription. As set forth in this SLSA, the types of subscriptions are:
1. License and Support Services. A License and support service subscription means that CUBS provides the Licenses and Support Services on a subscription basis for the Term in exchange for the fee. As noted in Section 1(b) of this SLSA, the License and Support Services fees are based on the number of licenses Client utilizes for the applicable Product. If Client purchases additional licenses, Client will pay a corresponding increase in License and Support Fees based on CUBS then current rates.
- b) Subscription Term. The subscription term of this SLSA begins on the Effective Date and lasts for the term indicated in the table below (the “Initial Subscription Term”) unless otherwise terminated by Client. Thereafter, Client has the option to renew for two additional one (1) year terms (each a “Renewal Subscription Term”) “Term” means the time from the Initial Subscription Term and any Renewal Subscription Term(s). “Go Live Date” means the date that CUBS makes available to Client any of the Software and/or Third-Party Items in a production, non-test environment.

Initial Subscription Term
Effective Date to June 30, 2026

3 Professional Services

- a) Professional Services. CUBS agrees to provide the Professional Services set forth in Appendix A for fees set forth in the below table that Client shall pay in accordance with this SLSA.

Professional Services	Fee
Implementation Services Total	Not Applicable

- b) Project Start. While this SLSA begins on the Effective Date, the parties acknowledge that the Revenue Plus Collector System will be made available to the client, but implementation of the Software will not begin until CUBS assigns resources to begin the project, which Client understands may be several months after the Effective Date. Once CUBS provides notice that CUBS is ready to begin the implementation, the parties will schedule a project kick off meeting at a mutually agreed upon time and that project kick off meeting will represent the project start date (“Project Start Date”). There may be multiple project kick off meetings for the different products being implemented. In such cases, the Project Start Date for purposes of this SLSA will refer to the first project kick off meeting that occurs for the Professional Services provided under this SLSA.

4 Payment Terms

- a) Subscription Fees Payment. For the Term, Client shall pay the Subscription Fees set forth in Section 1(a) of this SLSA, pursuant to the terms of the Professional Services Agreement.
- b) Travel Costs. The fees set forth in this SLSA do not include travel costs which Client shall reimburse CUBS for in accordance with Section 7(c) of the STAC. Any travel costs or expenses shall be determined through the application of the Monterey County Travel and Expense Policy.

c) Payment Methods. Client may remit payments by check or ACH transaction in the following manner:

Lockbox Data

Analytics, LLC


200886

75320-0886

5 Record Keeping and Audit

a) Record Keeping and Audit. Client shall keep accurate records and accounts in accordance with standard accounting practices in a form that, at a minimum, keeps track of and a record of any fees charged and/or received from client. Upon providing Client with at least ten business day’s advance written notice, CUBS may itself or have its representatives audit Client’s compliance with this SLSA, whether at Client’s site or remotely through questionnaires and document requests. Client shall reimburse CUBS for the reasonable costs of the audit within thirty days of the date of CUBS invoice for those costs. This Section survives termination of this SLSA for one year after termination.

Each party is signing this SLSA on the date stated in that party’s signature block.

County of Monterey	Columbia Ultimate Business Systems, LLC
Signature:	Signature: 
Printed Name:	Printed Name: Mike Melka
Title:	Title: CFO
Date:	Date: 3/27/2025

