



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14065

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Maintenance Connection, LLC for maintenance management software services at NMC for an amount not to exceed \$43,872 with a retroactive effective date of January 1, 2018 through December 31, 2019.
- b. Approved the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.
- c. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$4,387) of the original cost of the agreement.

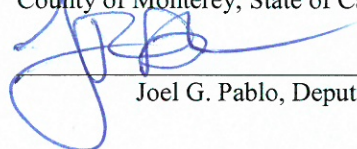
PASSED AND ADOPTED on this 24th day of July 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting July 24, 2018.

Dated: July 24, 2018
File ID: A 18-353

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Joel G. Pablo, Deputy

MAINTENANCE CONNECTION

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("Agreement") is entered into on this 1st day of January 2018 (the "Effective Date") between Maintenance Connection, LLC ("MC" or "Company") with a place of business at 1477 Drew Ave, Suite 103, Davis, CA 95618 ("MC"), and the County of Monterey, on behalf of Natividad Medical Center ("Customer"). The Agreement includes and incorporates the attached Exhibit F used for ordering hereunder ("Order Form") as well as the attached Terms and Conditions. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Maintenance Connection, LLC:

**County of Monterey, on behalf of
Natividad Medical Center:**

CONTRACTOR

CUSTOMER

By: [Signature]
Name: ANDREW RUSE
Title: Executive Vice President
Date: May 29, 2018

By: [Signature]
Name: Gary Roney
Title: CEO
Date: 7/3/18

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Name: ANDREW RUSE
Title: Executive Vice President
Date: May 29, 2018

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Name: ANDREW RUSE
Title: Executive Vice President
Date: May 29, 2018

By: _____
Name: _____
Title: _____
Date: _____

Reviewed as to fiscal provisions
[Signature] 6/15/18
Auditor-Controller
County of Monterey

[Signature]
COUNTY OF MONTEREY

SOFTWARE LICENSE AND SERVICES AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Customer Data" has the meaning set forth in Section 4.1.

1.2 "Defect" means the failure of the Software or the Services to conform to its documentation in any material respect.

1.3 "Disclosing Party" has the meaning set forth in Section 4.1.

1.4 "Equipment" means modems, hardware, servers, software, operating systems, networking, web servers and the like.

1.5 "Fees" shall have the meaning set forth in Section 6.1

1.7 "Personal Data" means personally identifiable data.

1.8 "Receiving Party" has the meaning set forth in Section 4.1.

1.9 "Service" means 24/7 access to the Software as a hosted solution for MC's customers.

1.10 "Software" means MC's enterprise web-based maintenance management software.

1.11 "Term" shall have the meaning in Section 7.1.

1.12 "Warranty Period" shall have the meaning in Section 8.2.

2. SOFTWARE AND SERVICES

2.1 **Software as a Service.** Customer is utilizing the Software as a Service, MC will use commercially best efforts to provide the Service in accordance with the Service Level Terms attached hereto as Exhibit A. With respect to any Software that is distributed or provided to Customer for use on Customer's premises or devices in connection with the Service, MC hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term (as defined in Section 5.1) only in connection with the Service.

2.2 **Maintenance and Support Services.** Customer is utilizing the Service pursuant to Section 2.1 herein as "Software as a Service", and MC will provide the Maintenance and Support Services set forth in Exhibit B herein as "Maintenance and Support Services" as part of the annual service Fees for the Software.

2.3 **Professional Services.** If further training or Professional Services such as implementation, training, data migration and other professional services related to configuring the Software is requested by Customer, the parties will draft an amendment to include scope of work and pricing. Such services shall become binding when amendment is signed by both parties. Payment terms are as set forth in Section 6.1(a).

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **General Restrictions.** Customer will not, directly or indirectly: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software; (b) modify, translate, or create derivative works based on the Software and/or the Service (except to the extent expressly permitted by MC or authorized within the Service); (c) use the Service and/or Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (except as expressly permitted as set forth in the Order Form); or (d) remove any proprietary notices or labels on the Software.

3.2 **Export Control Restrictions.** Customer may not remove or export from the United States or allow the export or re-export of the Service, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014 (a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software

documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

3.3 Customer Responsibilities.

(a) If Customer is utilizing the Service, Customer represents, covenants, and warrants that Customer will use the Service only in compliance with MC's Additional Subscription Terms for the Service then in effect. The Additional Subscription Terms as of the Effective Date are attached hereto as Exhibit C and incorporated by this reference. Although MC has no obligation to monitor Customer's use of the Service, MC may do so and may prohibit any use of the Service it believes may be (or alleged to be) in breach of this Section 3.

(b) Customer will be responsible for obtaining and maintaining any Equipment described as (computer, network, internet access, web browser, data storage) and ancillary services needed to connect to, access or otherwise use the Service or Software. Customer will also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS; USE OF DATA

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of MC includes non-public information regarding features, functionality and performance of the Software and the Service. Proprietary Information of Customer includes non-public data provided by Customer to MC to use with the Software or the Service ("Customer Data") and excludes this Agreement. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except as permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt

from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law.

4.2 **Customer Data.** Customer will own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data. MC shall own and retain all right, title and interest in and to (a) the Software and the Service, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation services or Maintenance and Support Services, and (c) all intellectual property rights related to any of the foregoing.

5. USE OF DATA AND INFORMATION.

5.1 **Privacy Policy.** All information that is collected from Customer when using the Service and/or Software, including Personal Data, shall be governed by the terms of MC's Privacy Policy as set forth on its website, as may be updated from time to time. The Privacy Policy as of the Effective Date is attached hereto as Exhibit D and incorporated by this reference.

5.2 **Non-identifiable Information.** When Customer utilizes the Service and/or the Software, MC may receive certain personally non-identifiable information about Customer's use of the Service. Such information, which may be collected passively using various technologies, or via Customer's use of the Service and/or Software, cannot presently be used to specifically identify Customer. MC may store such information or it may be included in databases or on servers owned and maintained by MC's affiliates, agents or service providers. MC may use such information and pool it with other information to track, for example, the total number of users of the Service, the number of visitors to the Service, and the domain names of the visitors' Internet service providers. It is important to note that no Personal Data is available or used in this process.

5.3 **Aggregated Personal Data.** In an ongoing effort to better understand and serve the users of the Software and the Service, MC may conduct research on its end user's demographics, interests, responses, and behavior based on the Personal Data, test results and other information provided to us. MC also may collect and use population data from use of the Services to improve its technology and its

underlying algorithms. This research may be compiled and analyzed on an aggregate basis, and MC may share this aggregated data with its affiliates, agents and business partners. This aggregate information does not identify Customer personally. MC may also disclose aggregated user statistics in order to describe the Service to current and prospective business partners, and to other third parties for other lawful purposes.

6. FEES

6.1 **Payment Terms.** Customer will pay MC the applicable fees set forth in the Order Form for the Service in accordance with the terms therein (the "Fees") including the following:

(a) While Customer is using the Service, Customer will pay the Annual Service Fee set forth in the Order Form. MC shall submit to the Customer an invoice on a form reasonably acceptable to Customer. If not otherwise specified in the applicable Order Form, MC shall submit such invoice at the beginning of each year during the applicable subscription term. The invoice shall set forth the Fees due to MC, together with an itemized basis for the Customer who will certify the invoice. Customer will promptly submit such certified invoice to the Customer's County Auditor-Controller for payment. The County Auditor-Controller will pay the amount certified within 30 days of receiving the certified invoice; provided however, that the total number of days transpiring from the date of MC's submittal of the invoice to Customer to the date payment is received by MC will be no longer than 45 days. If Customer's use of the Service requires the payment of Excess Data Storage Fees, Customer shall be billed for such usage monthly in arrears, and Customer agrees to pay the Excess Data Storage Fees in accordance with the process and timeframe in the foregoing sentence.

(b) Subsequent to the expiration of the current subscription term on December 31, 2019, MC shall not increase any annual recurring Fees due to MC pursuant to this Section 6.1 by more than three and one half percent (3 1/2%) per year.

6.2 **Other Services.** If additional professional services for training, software configuration, process design, data migration, and/or integration, or any other professional service outside of the scope of Maintenance and Support Services are requested by Customer, the parties will draft an

amendment to include scope of work and pricing. Such services shall become binding when amendment is signed by both parties. MC shall provide such services at MC's then current hourly consulting rates as described herein attached Exhibit E ("Consulting Rates"). The rates as of the Effective Date and in effect for the Initial Term are attached hereto as Exhibit E and incorporated by this reference. Payment terms are as set forth in Section 6.1(a).

7. TERM AND TERMINATION

7.1 **Term.** Subject to earlier termination as provided below, this Agreement is for the 24-month Initial Term as specified in the Order Form, with options for Customer to renew for successive 24-month periods only by an instrument in writing signed by Customer and MC.

7.2 **Termination for Breach.** In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Agreement and fails to remedy such breach within such 30 day period.

7.3 **Remedy Period.** Notwithstanding anything in this Section 7 to the contrary, Customer agrees that it will notify MC of any issues of concern that Customer has regarding MC's performance of its responsibilities under this Agreement and Customer shall give MC a reasonable period of time (not to exceed ninety (90)) to remedy any issues of concern that are raised by Customer before Customer terminates this Agreement for any reason.

7.4 **Effect of Termination.** If Customer is using the Service, Customer will pay in full for the Service up to and including the last day on which the Service is provided. Upon any termination, MC will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days. If Customer needs assistance from MC to retrieve the Customer Data, Customer shall pay MC's then current Consulting Rates. After the 30 days, MC may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7.5 Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the

budget for Customer for any reason whatsoever in any fiscal year, for payments due under this Agreement, Customer will immediately notify MC of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for Customer or are otherwise available for payments.

8. WARRANTY AND DISCLAIMER

8.1 MC hereby represents and warrants to Customer that (a) MC is the owner of the Software and/or Service or otherwise has the right to grant to Customer the rights set forth in this Agreement; and (b) MC will perform any implementation services and/or Maintenance and Support Services in a professional and workmanlike manner

8.2 During Customer's use of the Service (the "Warranty Period"), MC warrants that the Software and/or the Service shall perform in all material respects according to the MC's documentation concerning the Software and/or the Service when used with the appropriate Equipment and in accordance with the terms of this Agreement and such documentation (a breach of the foregoing warranty, a "Defect"). In the event of any Defect or alleged Defect, Customer shall promptly notify MC, and MC will verify if there is a Defect, and if so MC shall use commercially reasonable efforts to correct such Defect. In the event that MC is unable for any reason to correct the Defect, MC shall terminate the applicable Order Form and refund to Customer any prepaid but unused Fees for the affected Service. The foregoing shall be Customer's sole remedy and MC's sole liability with respect to a breach of this warranty. This warranty shall not apply to the Service if it is modified by anyone or if used improperly.

8.3 If MC is providing the Service to Customer, MC shall use best efforts consistent with prevailing industry standards to maintain the Service in a manner which minimizes errors and interruptions in the Service. The Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by MC or by third-party providers, or because of other causes beyond MC's reasonable control, but MC shall use best efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 THE WARRANTIES SET FORTH IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER

WARRANTIES, CONDITIONS OR PROMISES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING BY STATUE, LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR TRADE USAGE. MC DOES NOT WARRANT THAT THE SERVICE AND/OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE AND/OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE, SOFTWARE, MAINTENANCE AND SUPPORT SERVICES AND ANY IMPLEMENTATION AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND MC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. INDEMNITY

MC shall hold Customer harmless from liability to third parties resulting from infringement by the Software and/or the Service of any United States patent or any copyright or misappropriation of any trade secret, provided MC is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. MC shall not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Software or the Service: (a) not supplied by MC; (b) made in whole or in part in accordance with Customer specifications; (c) that are modified after delivery by MC; (d) combined with other products, processes or materials where the alleged infringement relates to such combination; (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or (f) where Customer's use of the Service and/or Software is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services and/or Software are held by a court of competent jurisdiction to be or are believed by MC to be infringing, MC shall, at its option and expense (a) replace or modify the Service and/or Software to be non-infringing provided that such modification or replacement contains substantially similar

features and functionality; (b) obtain for Customer a license to continue using the Service and/or Software; or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid Fees, and unused fees for the Service and/or Software. The foregoing constitutes the sole and exclusive obligation and remedy of each of the parties with respect to infringement of any intellectual property or other proprietary rights of a third party.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS, REVENUE OR OTHERWISE; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO (2) TIMES THE FEES PAID BY CUSTOMER TO MC FOR THE SERVICES OR SOFTWARE LICENSES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with MC's

prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. Any waiver of any terms and conditions of this Agreement must be in writing and signed by both parties. 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. No agency, partnership, joint venture, or employment is created as a result of this Agreement. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Contract shall be in writing and shall be deemed to have been duly given when received, if personally delivered the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by and interpreted under the laws of the State of California without regard to its conflict of laws provisions.

12. INSURANCE REQUIREMENTS

Evidence of Coverage:

Upon written request, MC shall provide a "Certificate of Insurance" evidencing that coverage as required herein has been obtained.

This evidence of coverage shall be sent to Customer's Contracts/Purchasing Department located at

_____ unless otherwise directed.

Qualifying Insurers: All coverage shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability.

Insurance Coverage Requirements: MC shall maintain in effect throughout the Term of this Agreement a policy or policies of insurance with the following 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 \$1,000,000 per occurrence and \$2,000,000 general aggregate.

The commercial general liability policy shall provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Customer.

Failure by MC to maintain such insurance entitles Customer, at its sole discretion, to terminate the Agreement upon written notice to MC.

EXHIBIT A

SERVICE LEVEL TERMS

The Service shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond MC's control will also be excluded from any such calculation.

EXHIBIT B

MAINTENANCE AND SUPPORT SERVICES

As part of the Service or in consideration of the payment of Annual Maintenance Fees if Customer licenses the Software in accordance with Section 2.1 of this Agreement, MC shall provide the following maintenance and support services (“Maintenance and Support Services”):

1. MC will provide telephone and email-based software support during normal business hours. Business hours are defined as Monday thru Friday, 6:00 AM through 5:00 PM Pacific time, excluding MC holidays and weekends.
2. Any errors or problems with the Software discovered by the Customer will be reported by a designated representative of the Customer through the reporting mechanisms provided by MC and will include all required supplemental documentation. MC will use commercially best efforts to (i) diagnose problems or performance deficiencies of the Software; and (ii) resolve the problem or performance deficiencies of the Software.
3. MC will use commercially best efforts to cure, as described below, reported and reproducible errors in the Software. MC will attempt to resolve the problem either over the phone, via email, or via fax within four hours of the initial request for assistance. In the event that the error renders the Software unusable, MC will use commercially best efforts to respond to the Customer with an action plan to resolve the problem within 1 Business Day (e.g., excluding weekends or MC holidays) of notification of the problem, when notification is accompanied by a reasonably complete description of the problem.

MC utilizes the following four (4) incident severity levels to categorize reported problems and shall use commercially best efforts to respond within the response times indicated:

Type of Issue	Response Time
<i>Critical Business Impact:</i> The Customer's application is down and inoperable. All users are unable to use the system. The Customer's productivity is threatened.	Two (2) Business Hours
<i>High Business Impact:</i> The Customer's application is severely limited. The situation is causing a significant impact to certain portions of the Customer's business operations and productivity.	Four (4) Business Hours

<p>Medium Business Impact: The Customer's application is slightly limited. The situation has impaired operations, but most business operations and user productivity continue.</p>	Two (2) Business Days
<p>Low Business Impact: The Customer's application or user productivity are not affected.</p>	Two (2) Business Weeks

4. MC shall provide the Customer with patches, updates, releases and new versions of the Software when and if available along with other generally available technical material. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software. The Customer agrees not to use or transfer the prior version but to destroy or archive the prior version of the Software. All patches, updates, release and new versions shall be subject to the terms of this Agreement.

5. For the avoidance of all doubt, the Maintenance and Support Services provided under this Agreement shall not include the diagnosis and rectification of any damage or defect arising out of: (a) the improper use, operation or neglect of the Software and/or the Service; (b) the modification of the Services and/or the Software or its combination or merger (in whole or in part) with any other software or services; (c) the failure by the Customer to implement recommendations in respect of the solutions and faults previously advised by MC; (d) any repair, adjustment, alteration or modification of the Service and/or Software by any person other than MC without MCs prior written consent; (e) any breach by the Customer of its obligations under this Agreement; and/or (f) in the case of Software that is licensed by Customer directly, the Customer's failure to install and use in substitution for the previous release any new release of the Software within ninety (90) days of receipt of the same.

EXHIBIT C

ADDITIONAL SUBSCRIPTION TERMS AND CONDITIONS

("TERMS")

a. Definitions.

"**User**" means an individual employed by or who otherwise provides services (as an independent contractor) to Customer and/or its affiliates and who is authorized to use the Service and has been supplied a user identification and password by Customer (or by MC at Customer's request).

"**Content**" means the audio and visual information, documents, software, products and services contained or made available by MC to Customer in the course of using the Service.

b. The Service is offered on a subscription basis, not sold. Customer may not use the Service for any purpose beyond the scope of the licenses granted in the Agreement and these Terms, and all other rights are reserved by MC or its licensors and suppliers. Without limiting the generality of the foregoing and except as expressly permitted in the Agreement and these Terms, Customer will not (and will not permit any User or third party to): (i) authorize or permit the access to or use of the Service or its documentation by persons other than Users; (ii) assign, licenses, sublicense, distribute, sell, lease, rent, novate or otherwise transfer or convey the Service or documentation to any third party, except as expressly set forth in the assignment provision in the Agreement, or disclose the subscription admin or User log-on credentials to the Service to any third party; (iii) pledge as security or otherwise encumber the rights granted under the Agreement; (iv) commercially exploit the Service or the Content in any way; (v) create Internet "links" to the Service or "frame" or "mirror" any Content contained in, or accessible from, the Service on any other server, wireless or Internet-based device; or (vi) circumvent or attempt to circumvent any technical restrictions in the Service or the Software.

c. Users will use and/or access the Service solely on behalf of and for the benefit of Customer or Customer's applicable affiliates in accordance with the Agreement and these Terms. Upon MC's reasonable request, Customer shall present to MC a list of all Customer affiliates having been granted access to the Service and/or its documentation, and confirm that such affiliates are, in fact, affiliates of Customer. Customer shall be responsible for all acts and omissions committed by any Users and affiliates.

d. Customer Responsibilities. Customer is responsible for any and all activities that occur under Customer's User accounts. Customer will: (i) notify MC immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to MC immediately and use commercially best efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or its Users; (iii) assure that use of the Service will at all times comply with all applicable laws; and (iv) not impersonate another MC user or provide false identity information to gain access to or use the Service.

EXHIBIT D

MC PRIVACY POLICY



Maintenance Connection Privacy Policy

Maintenance Connection and its subsidiary maintenanceconnection.com, Inc. are committed to safeguarding your privacy online. Protecting your personal information and using it only in ways to which you have consented is of the utmost importance to us. We have prepared this Privacy Policy to let you know how we will and will not use the personal information that you entrust to us.

Information We Collect From You and How We Use It

The information you give to maintenanceconnection.com, Inc. is used to provide you with personalized content tailored to your particular interests, to allow you to locate and purchase products from vendors who have chosen to make their product information available via our website, to allow you to post and bid on RFQs, and to continually improve the convenience and functionality of this Site for our customers.

In general, you can visit maintenanceconnection.com on the World Wide Web without telling us who you are or providing us with any information. Under many circumstances, you will be asked to register and provide demographic, personal and commercial information. We collect the domain names (not the e-mail addresses) of all visitors to our Site to measure the number of visits, pages visited, average time spent on the Site, etc. We also collect the e-mail addresses of those who send us e-mail messages, but we will never share those addresses with any other company.

When you provide us with personal or commercial information, you are agreeing to share that information with Maintenance Connection, Inc. and its affiliates. When you provide us with such information (for example, your name, company name, address, phone number, credit card information, interests and other personal data), we will often let you know at the time of collection how we will use this information. For example, we may use information you have given us to provide a personalized service, ensure the proper delivery and billing of orders, inform you about our products and services, or measure the interest of visitors like yourself in the features of our products and websites.

We may tailor our offers to you based on information you provide when you purchase products and services from us, from your responses to our online surveys, from information and behavior that may indicate your preferences, as well as information available from external sources.

We may also conduct online surveys to better understand the needs and profiles of visitors to our websites. When we conduct such a survey, we will let you know how we will use your responses at the time we collect them from you. Your participation in any of our surveys is optional. You are not required to respond to a survey in order to visit our Sites or take advantage of any of their features.

When you place an order through any of our Sites, we will collect the following information to properly process your order: your name, company name, address, phone number, e-mail address, shipping information and credit card information. We will share this information with the vendors of the goods or

services which you have ordered through the particular Site. We will use reputable companies to verify your credit card information and credit worthiness before billing your account. Where applicable, we will also share your shipping information with the delivery service you request. When you post an RFQ on our Site, we will collect the following information to properly list the offering: RFQ number, RFQ description, open and close dates, item description, quantity, starting price, as well as any bid document files that you may optionally post with the offering. Unless you select the "Private" posting option, the information that you post for your RFQ will be displayed on our site for public viewing. To enable prospective bidders to evaluate RFQs, we will also provide them access to the following information about you: your name, job title, company name, address, phone number, and e-mail address information. You can prevent this information from being displayed by selecting the "Anonymous" posting option when you create an RFQ.

When you petition to bid on an RFQ that is listed on one of our Sites, we will provide the RFQ issuer access to the following information about you: your name, job title, company name, address, phone number, and e-mail address information. When you place a bid on an RFQ, your bid amount, comments, and any bid document files that you may optionally post with your bid will be provided to the RFQ issuer. In addition, your bid amount and comments for your bid will be displayed for viewing by others bidding on the RFQ.

Information That You Submit About Other People

On some of our website pages, you can submit information about other people and compose personalized messages to them. For example, you can send a copy of an article to a friend along with a personalized message you compose for the recipient. We consider the information you submit to us and contents of your personalized messages to be private communications between you and the recipient.

Maintenance Connection, Inc. will not disclose any information you provide about someone else, except that we may do so: to ship an order and confirm delivery, to identify or resolve technical problems or customer service issues, as required by law, to comply with a court order or other legal process, to enforce the Terms of Use, to respond to claims that your personalized messages violate the rights of third parties, and to protect the rights or property of Maintenance Connection, Inc. and its affiliates.

Sharing Information

Unless you specifically grant us permission, we will not trade, rent or sell your personal information, your survey responses or any other specific details about you or your company. We may provide aggregate statistics to reputable parties about the visitors to our Sites, but these statistics will not include any personal or private information that identifies you.

Please note that Maintenance Connection, Inc. and its affiliates will fully cooperate with law enforcement and other governmental agencies to identify those individuals who use our Sites for fraudulent or other illegal activities.

Security

To provide you with an increased level of security, access to your personal information may be protected with a password you select. We strongly recommend that you do not disclose your password to anyone. We will never ask you for your password in any unsolicited communication (including unsolicited correspondence such as letters, phone calls or e-mail messages).

Since any order information you provide to us will be transmitted using a secure connection, if your Web browser cannot support this level of security, you will not be able to order products through our websites. The most recent versions of Chrome and Microsoft Internet Explorer can support a secure connection and can be downloaded for free from the Google and Microsoft Web sites respectively.

Although no data transmission over the Internet can be guaranteed to be 100% secure, we will do our best to ensure the security of your information on our systems. As a result, while we strive to protect your information, Maintenance Connection, Inc. and its affiliates cannot ensure or warrant the security of any information you transmit to us.

Cookies

We use a technology called "cookies" to provide you with personalized information. A cookie is an element of data that our Sites can send to your browser, which may then be stored on your hard drive, so we can recognize you when you return. We will not store passwords or any personally identifying information in our cookies, nor will we read cookies created by other web sites. All pages on our websites where you are prompted to sign on or that are customizable require that you accept cookies. These cookies will let us know who you are and are necessary to access your account information (stored on our computers) in order to deliver products and personalized services. You may set your Web browser to notify you when you receive a cookie. However, should you decide not to accept cookies from us, you will limit the functionality we can provide when you visit our Site.

Links to Other Sites

Our Site provides links to external sites as a convenience to the user. The inclusion of any link does not imply our endorsement of any other company, its site, or the products and services it sells. We are not responsible for the privacy practices or the content of any other Web site. In addition, it is intended that we transmit your personal information to third parties, such as the vendors and suppliers of goods and services. We cannot control, and are not responsible for, the actions of third parties to whom your personal and commercial information may be transmitted. If any such third party misuses, misappropriates or publishes your personal or commercial information, we are not responsible and do not accept any liability. If notified by you, as our sole obligation and your sole recourse, we will take reasonable commercial measures within our control to mitigate the problem and minimize the probability of its recurrence.

Children

The online privacy and safety of children is important to maintenanceconnection.com, Inc. We provide products and services for businesses, government agencies, and other organizations. We will never encourage children to use the Site, nor will we ever market our products or services to children.

Correcting/Updating Personal Information

You can access your personal information at any time to update, correct, add or delete any of the data you have shared with us. To access your personal information, click on "Sign In" at the top or bottom of any page in maintenanceconnection.com and then click on "My Profile" at the top or bottom of any page to go to your personal profile page.

Problems & Liability

If we are notified by you that you object to the manner in which we have used or cared for your personal or commercial information, or if your personal or commercial information is misused, misappropriated or published by us, then we will take reasonable commercial measures within our control to verify and mitigate the problem, and minimize the probability of its recurrence. This is our sole obligation, and your sole recourse, in such event. Maintenance Connection AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES AND AFFILIATES SHALL HAVE NO LIABILITY ARISING IN CONNECTION WITH OUR USE OR HANDLING OF YOUR INFORMATION FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOST OR CORRUPTED DATA OR INFORMATION. OUR LIABILITY FOR ANY CLAIMS SHALL NOT EXCEED \$10,000 IN THE AGGREGATE.

Your Responsibilities

Your information and the purchase or sale of items through the our websites: (a) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, dealer agreements, unfair competition, anti-discrimination or false advertising); (b) shall not be defamatory, trade libelous, unlawfully harassing, threatening, abusive, hateful or obscene; (c) shall not impair the privacy of communications; (d) shall not constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability; (e) shall not cause technical disturbances to our websites or network, including, but not limited to, introduction of viruses, worms, or other destructive mechanisms; (f) shall not constitute deceptive on-line marketing. If you become aware of any such activities, you should immediately notify us and take all appropriate actions to cause such activities to cease. We reserve the right to take any such action with respect to such information that we deem necessary or appropriate in our sole discretion if we believes it may create liability for us, including the suspension of your access to our websites and network.

Contact Us

We want to assure you that we are dedicated to protecting your privacy. If you have any questions or comments about this Privacy Policy, do not want to us to share your information with others, or do not want us to send you information about products and services, please write us at:

Maintenance Connection, Inc.
info@maintenanceconnection.com

Changes to the Privacy Policy

Your use of this Site constitutes your consent to our collection and use of the information described in this Privacy Policy, and subject to the terms and conditions stated above. If we change our Privacy Policy, we will update this page of the Site, so you will always be aware of how we use your information. The amended terms shall be automatically effective 30 days after they are posted on the <http://www.maintenanceconnection.com> website. The terms and conditions may otherwise be amended only by a writing signed by both parties. Your continued use of this site or the services will constitute your acceptance of any such changes.

Last updated: Nov 18, 2013

EXHIBIT E

CONSULTING RATES

Maintenance Connection's current hourly rate is \$200/hour.

Exhibit F: Order Form Quote # 1539

24 Month Renewal Agreement, the fees below to be invoiced Annually in advance at \$21,935.94 per year.

Quantity	Item	Rate	Amount
4	Cloud - Monthly Standard Subscription Initial Term 01/01/2018 - 12/31/2019 - Includes access to Maintenance Connection software, nightly database backups, general network administration, toll-free telephone support, etc. Base package offers users access to software for all modules within MRO WorkCenter, Technician WorkCenter and access to Reporter application.	\$104.48	\$10,030.08
8	MC Express LE for Cloud - Additional subscription Initial Term 01/01/2018 - 12/31/2019 - Additional named subscription for MC Express LE.	\$82.95	\$15,926.40
1	Cloud - Service Requester Initial Term 01/01/2018 - 12/31/2019 - Allow users to submit maintenance requests electronically and check the status of these requests with a web browser. Includes access for unlimited users to submit service requests.	\$104.48	\$2,507.40
1	Cloud - Agent / Rules Manager - Included Initial Term 01/01/2018 - 12/31/2019 - The Agent / Rules Manager is used to manage a number of automated features in the system. When installed, it continuously checks for "actions" that need to be executed. Common outputs include automation for Notifications Emails/Text Defined in the Rules Manager, Scheduled Reports via Email/Saved Files, KPI Trending/Alarms, Work Order Rapid Entry, Database Job Scheduler, and Email to Work Order Manager.	\$0.00	\$0.00
1	MC Express - Cloud Starter Pack (Mobile) Initial Term 01/01/2018 - 12/31/2019 - Includes a software subscription to allow users access to a robust yet simple mobile interface. This subscription can be accessed from most browsers on most modern devices that have access to the web or intranet. The subscription model is on a concurrent basis and includes a three (3) concurrent user subscription.	\$299.00	\$7,176.00
7	MC Express - Cloud Concurrent Subscription (Mobile) Initial Term 01/01/2018 - 12/31/2019 - Includes a software subscription to allow users access to a robust yet simple mobile interface. This subscription can be accessed from most browsers on most modern devices that have access to the web or intranet. The subscription model is on a concurrent basis. The Starter Pack is required to use the MC Express Cloud Concurrent Subscription.	\$49.00	\$8,232.00
		Subtotal	\$43,871.88
		Tax (0 %)	\$0.00
		Total	\$43,871.88