



LETTER OF ENGAGEMENT TO:

**County of Monterey
1590 Moffett Street
Salinas, CA 93905**

FOR:

**RightFax Upgrade – Phased Approach
Project ID: 006D000000uWSOF (“Project”)**

Prepared by: Malia Sleight
Reviewed by: Jonathan Sze
Version: 3-1
Date: 10/16/2017

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INTRODUCTION

This Agreement between OpenText and **County of Monterey** ("Customer") is for the single services engagement described herein, and is governed by the terms and conditions attached as Exhibit A. Prior to execution by both parties, OpenText reserves the right to make changes in specifications and other information contained in this document. Pricing provided in this proposal will remain in effect for thirty (30) days from date of issue: **October 16, 2017**.

HIGH LEVEL OBJECTIVES

Customer has requested assistance with the installation and configuration of OpenText RightFax.

The following High Level Objectives are to be achieved:

Phase 1:

- Upgrade Customer's existing RightFax server in place, on the existing server
- Provide Knowledge Transfer on the above items
- Provide Project Management for the above items

Phase 2:

- Install and configure new RightFax Production environment
- Migrate data from Customer's existing RightFax environment to the new environment(s)
- Provide Knowledge Transfer on the above items
- Provide Project Management for the above items

RIGHTFAX CONFIGURATION METHODOLOGY & DELIVERABLES

OpenText proposes the following installation approach during the implementation of RightFax, according to specifications provided in the completed Pre-Installation Checklist:

Description of Services

PHASE 1:

RightFax Production Server Upgrade:

- **NOTE:** Customer has an existing RightFax v10.0 Enterprise Server (SUID: 26391-12121). The main goal of this project is to upgrade the existing server, in place, on Customer's existing server.
- Upgrade Customer's RightFax server to RightFax v10.6, with the latest feature packs and service releases, on the existing server, with the following specifics:
- Confirm configuration of existing twenty-four (24) Document Delivery Channels with Customer's existing telephony (digital TR-1034 board).
- Confirm RightFax connection to Customer's existing SQL server.
- Confirm RightFax connection to Customer's image storage location.
- Confirm that Enterprise Fax Manager is installed on the RightFax server.
- Confirm that Administrative Utilities are installed on the RightFax server.
- Install RightFax Web Client on the RightFax server.

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- Configure the RightFax Sync Module to synchronize with Active Directory for creating and managing user accounts and confirm users from one Customer-specified AD group are synchronized with the RightFax system.
- Configure RightFax to integrate with Customer's existing Exchange e-mail environment.

Knowledge Transfer:

- In delivery of the transfer of knowledge sufficient to provide successful functionality of RightFax, OpenText will allow one or more designated Customer representatives to accompany the OpenText resource during the implementation of RightFax in order to receive knowledge transfer on the RightFax installation and configuration details.

PHASE 2:

Design and Planning:

- Work with Customer to review and discuss all faxing requirements and create an architecture diagram for the RightFax solution that will be implemented. The diagram and requirements will be provided to Customer prior to the beginning of installation services.

RightFax Production Server Installation:

- **NOTE:** Customer has an existing RightFax v10.6 Enterprise server (SUID: 26391-12121). Wherever possible, the settings from that server will be copied to the new server in an effort to reduce time spent with configuration.
- Install one standalone RightFax v16EP2 Enterprise Server on a new virtual server, as provided by Customer.
- License twenty-four (24) FoIP-enabled Document Delivery Channels on the RightFax server and configure for inbound and outbound faxing.
- Enable the PDF Module on the RightFax server.
- Enable RightFax connection to Customer's existing SQL server.
- Install and enable RightFax connection to the MSMQ server.
- Enable RightFax connection to Customer's image storage location.
- Work with Customer's assigned telco expert to test integration with RightFax and Customer's existing PBX or Media Gateway so faxes can be sent and received by the system. **NOTE:** Customer will confirm that telephony is on the [OpenText RightFax interoperability list](#) and is in place and working prior to beginning of installation services. It is Customer's responsibility to make any necessary additions or changes in configuration to telephony and related telephony systems to properly integrate with RightFax. OpenText will not make changes to Customer's PBX or Media Gateway. Time spent analyzing telephony system issues and/or troubleshooting issues with the telephony vendor will be counted as billable hours for this project.
- Install Enterprise Fax Manager on the RightFax server.
- Install Administrative Utilities on the RightFax server.
- Create one dialing rule on the RightFax server.
- Create one user on the RightFax server.
- Install RightFax Web Client on the RightFax server.
- Configure the RightFax Sync Module to synchronize with Active Directory for creating and managing user accounts and confirm users from one Customer-specified AD group are synchronized with the RightFax system.

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- Configure RightFax to receive faxes and/or inbound fax notifications to user inboxes using the RightFax SMTP Mail Gateway.
- Install client components including FaxUtil and RightFax Print Driver on one client workstation.
- Provide consulting assistance to work with Customer in creating a silent client install package.
NOTE: For security reasons, OpenText will not create or push the client install package out to Customer's user workstations.
- Work with Customer for up to eight (8) business hours to discuss and document processes for RightFax system outage and recovery.

Knowledge Transfer:

- In delivery of the transfer of knowledge sufficient to provide successful functionality of RightFax, OpenText will allow one or more designated Customer representatives to accompany the OpenText resource during the implementation of RightFax in order to receive knowledge transfer on the RightFax installation and configuration details.
- At the completion of the RightFax implementation, OpenText will provide a review of the installation and configuration as well as ongoing administration requirements and recommended best practices. This review is an informal session and will cover the following:
 - Enterprise Fax Manager
 - Administrative Utilities
 - RightFax Web Client
 - Dialing rules
 - User creation
 - AD Sync Module
 - SMTP integration
 - Client installation for FaxUtil and RightFax Print Driver
 - Backing up the RightFax server and database server configurations

Cutover Tasks:

- Migrate data to the new RightFax v16 EP2 environment from Customer's existing RightFax environment, including:
 - cover sheets
 - user information
 - delegates
 - phonebooks
 - dialing rules
 - fax images
 - database content

General Project Tasks:

- The time included in this Letter of Engagement may include general consulting related to implementing RightFax in Customer's environment. Billable activities in this Letter of Engagement include all time spent reviewing, researching, and answering questions from Customer.
- Perform RightFax standard testing as listed in Exhibit B.
- Create a Project Summary Document, showing a diagram of the completed solution, all completed project tasks, results of standard testing and any recommendations for future RightFax use, maintenance and expansion.

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- Provide Project Management tasks for all activities surrounding this project, including, but not limited to: scheduling, planning, licensing verification, status updates, and time tracking.

OPENTEXT RESOURCES

An OpenText Solutions Consultant and Engagement Manager will provide the primary services for this engagement. Customer acknowledges these services will be invoiced at the applicable rate as set forth in the payment schedule.

ASSUMPTIONS

The following assumptions can affect the level of effort, or period of performance, required to complete the tasks identified within the scope of this engagement.

General Process:

- The cost of this Agreement includes both consulting services and required project management services to successfully complete the project.
- Customer has already purchased the necessary hardware, software, appropriate licensing and has a current, active support contract for the licenses required for this project. **NOTE:** OpenText will not provide services for software which does not have a current support contract.
- Work will not begin until an executed copy of this Agreement and the related purchase order have been received from Customer by OpenText.
- OpenText and Customer agree to cooperate in good faith to complete the Services and Deliverables in a timely and professional manner. Customer understands and agrees that OpenText's ability to provide the Services and Deliverables is dependent upon the active participation of, and access to, the appropriate Customer resources as may be required by OpenText and assigned by Customer during the performance of this engagement.
- Customer will provide project status updates in response to requests from OpenText. If no response or status is provided within fifteen (15) business days, OpenText will consider the project completed.

Pre-Requisites:

- Customer will provide servers (including SQL) that meet the minimum requirements for installation and will confirm that all servers are racked and operating system(s) and any pre-requisites are installed and patched, according to the RightFax Installation Guide.
- Customer will ensure the service account that will be used for RightFax has been created and has the appropriate permissions for install, according to the RightFax Installation Guide.
- **Prior to the scheduled installation date**, Customer will confirm that servers are properly provisioned and the correct version of the RightFax software has been downloaded and is available.
- Customer will confirm that telephony is in place and working prior to beginning of installation services. It is Customer's responsibility to make any necessary additions or changes in configuration to telephony and related telephony systems to properly integrate with RightFax. OpenText will not make changes to Customer's PBX or Media Gateway.
- Customer will provide remote access to shared network drives and systems relevant to this project.
- It is Customer's responsibility to install and configure any third-party software necessary to complete this project.

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- Customer will provide any relevant network/infrastructure information to complete the installation. Troubleshooting of the network, Customer's environment and/or third-party applications is outside the scope of this engagement.

Deployment:

- The implementation will occur remotely via Web and telephone conferencing services.
- In the event the installation is scheduled, but needs to be delayed, rescheduled or canceled due to Customer factors (e.g., Customer unprepared for installation, major prerequisites or systems not available, Customer's resourcing issues, etc.); that time scheduled and reserved by OpenText will be counted toward total project hours at a fifty percent (50%) rate, unless Customer provides five (5) business days' advance notice prior to rescheduling. If this happens, Customer may be required to execute a Change Order and/or issue an amended PO due to an increase in Professional Services charges for completing the project. If rescheduling is necessary, new implementation dates will be set according to both parties' schedules, and may not be immediately available. As a general rule, Customer should expect a minimum of a two to three weeks' lead time for rescheduling.
- All RightFax deliverables are related to the installation of the RightFax version and feature packs or enhancement packs available at the time of the kickoff call for the relevant phase of the project. Installation of upgrades to subsequent versions, feature packs or enhancement packs of RightFax will not be performed as part of this project.
- The OpenText Professional Services resource will provide training review and recommendations, time permitting. However, extensive System Administrator training and/or the training of the user community is outside the scope of this engagement.

PROJECT CHANGE CONTROL PROCEDURE

In the event a change in scope is requested during the delivery of this service, the following change control process will be used.

- A written description of the changes (Change Request) will be prepared jointly by Customer and OpenText.
- The document will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms.
- The Change Request shall indicate the detailed cost and any impact of the change request upon the planned deliverables and their respective timelines.
- Both Customer and OpenText must sign the Change Request to authorize implementation of proposed changes.

The terms of a mutually agreed upon Change Request will prevail over those of this Agreement or any previous Change Request.

PERIOD OF PERFORMANCE

The period of performance for this Project is estimated to begin November 7, 2017 end by June 30, 2018, unless terminated earlier under the provisions of the Terms and Conditions of this Agreement. Standard project scheduling must occur at least three weeks in advance. Expedited project scheduling may be arranged at an additional cost. Scheduling is subject to resource availability.

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SERVICE FEES AND EXPENSES (PAYMENT SCHEDULE)

This is a prepaid Time and Materials engagement. OpenText will not perform and Customer is not obligated to pay for any amounts in excess of the estimated number of hours set forth, unless the parties enter into a Change Order, which may be initiated by either party, increasing such amount. For clarity, OpenText does not guarantee that all Services will be completed for the estimated number of hours. Throughout the engagement, any differences between the scope of work and/or level of effort as defined in this Agreement will be isolated, presented and reviewed with Customer as a Change Order to this Agreement.

OpenText shall invoice Customer for the full amount of the services upon the full execution of this Agreement and receipt of the PO from Customer (if required). Invoices shall be sent to the attention of Customer's Contact Person unless otherwise specified below. Standard business hours are defined as approximately 7:00am to 5:00pm Pacific time for remote services and 8:00am to 5:00pm Customer's local time for onsite services. Any services required after 8 hours of work on a weekday, after 5:00pm on a weekday, or on a Saturday or Sunday will be billed at 1.5 times standard rates.

Description (All amounts quoted in US\$)	Hourly Rate	Hours	Total
Phase 1, Business Hours (SKU: 1000014014)	\$250	16	\$4,000
Phase 1, After Hours (SKU: 1000014021)	\$375	4	\$1,500
Phase 2, Business Hours (SKU: 1000014014)	\$250	40	\$10,000
Phase 2, After Hours (SKU: 1000014021)	\$375	4	\$1,500
Travel Expenses			\$0
Total Services and Expenses			\$17,000
Taxes / Travel Expenses			
Customer is responsible for taxes associated with invoiced services unless Customer is tax exempt and has provided OpenText with a Tax Exemption Form. Travel is not authorized and will not be reimbursed under this Agreement.			

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CONTACT INFORMATION

OpenText

Professional Services:

Malia Sleight, Professional Services Manager

Phone: 425.638.4138

Fax: 425.638.1338

Email: BN-PS-NA@OpenText.com

County of Monterey:

Daniel Mikulich

Phone: 831.759.6918

Email: mikulichdd@co.monterey.ca.us

OpenText Sales:

Tyson O'Donnell

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Fax: 425.638.1320

Email: TDonnell@OpenText.com

Invoices to:

County of Monterey

1590 Moffett Street

Salinas, CA 93905

ACKNOWLEDGEMENT AND AGREEMENT

PURCHASE ORDER

(PLEASE CHECK THE APPROPRIATE BOX BELOW)

- ☐ 1. A purchase order (Number _____) to OpenText, Inc. has been provided as of execution of this Agreement.
- ☐ 2. A purchase order is not required for the Services ordered hereto. Please include the following reference # _____ on your invoice.
- ☐ 3. Our company does not issue purchase orders and will pay for the services ordered hereto by credit card. (Attach Credit Card Authorization Form)

TAX INFORMATION

(PLEASE CHECK THE APPROPRIATE BOX BELOW)

- ☐ 1. Exempt (Attach Tax Exemption Form)
- ☒ 2. Non-exempt

SIGNATURE

OpenText and Customer hereby agree to the terms and conditions of this Agreement by having an authorized representative sign their name on the space provided below.

County of Monterey:

OpenText Inc.:

By: _____

By: _____

Print Name: _____

Print Name: JONATHAN SEE

Title: _____

Title: SR. DIR. GLOBAL SERVICES

Date: _____

Date: 10/18/17

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EXHIBIT A: OPENTEXT PROFESSIONAL SERVICES TERMS AND CONDITIONS

1.0 Scope of Services

1.1 Professional Services. The terms of this Exhibit shall govern the professional services provided by OpenText to Customer ("Services") as described in this Agreement (the "Agreement").

1.2 Change Orders. The Agreement may be amended or modified by written supplementary change orders signed by both parties.

1.3 Provision of Services. The manner and means used by OpenText to perform the Services are in the sole discretion and control of OpenText. OpenText may make use of subcontractors to perform any of its obligations under this Agreement, but OpenText will remain responsible for the performance of its subcontractors.

1.4 Customer Policies. In advance of the relevant engagement, Customer shall provide OpenText with copies of any applicable Customer security or other policies. OpenText will not perform Services unless OpenText agrees to comply with such policies. OpenText will not be liable for any delays caused by time needed to review policies, or non-performance to the extent caused by OpenText inability to comply with policies.

1.5 Schedules and Delivery Dates. OpenText shall use commercially reasonable efforts to meet the schedules and delivery dates set forth in the Agreement, but does not guarantee completion by such dates.

1.6 Licensing of OpenText Software. Under this Agreement, OpenText is not providing or licensing to Customer any OpenText software programs or products, except for the deliverables specified in the Agreement. Customer may acquire licenses for other OpenText software products only under the terms of a separate software license agreement between the parties.

1.7 Customer Cooperation. Customer and OpenText shall cooperate in good faith to complete the Services in a timely and professional manner. Customer acknowledges that failure to adhere to schedules or complete tasks within Customer's control, or failure to provide timely access to facilities, equipment, technology or complete and accurate information may delay completion of the Services and OpenText shall not be liable for any such delays or inability to complete the Services to the extent caused by Customer's non-compliance with this section.

1.8 Right to Perform Services for Others. Subject to OpenText's compliance with the confidentiality provisions stated herein, nothing in this Agreement shall restrict or limit OpenText from providing services which may be similar to the Services to any other entity in any industry.

2.0 Intellectual Property Rights and Ownership

2.1 Intellectual Property Rights. Each party will retain all ownership rights to its previously existing intellectual property (including but not limited to trademarks, copyrights, patent rights, trade secrets, confidential or proprietary information, techniques, methods, software, technology, plans, designs, and business processes). OpenText will own any work product created in connection with this Agreement, including software, documentation, training or educational materials, inventions, innovations and developments ("Work Product"), except that OpenText will gain no ownership rights in any of Customer's previously existing intellectual property contained in the Work Product.

2.2 License granted to Customer. With respect to Work Product or OpenText-owned intellectual property provided under this Agreement, OpenText grants Customer a non-exclusive, non-transferable and non-assignable license for the sole purpose of allowing Customer to make use of the Services for its own internal business purposes in the manner contemplated in the Agreement. Such license is subject to Customer's payment of all fees and expenses due under the Agreement.

3.0 Limited Warranty

3.1 Limited Warranty. OpenText warrants that the Services will be performed using reasonable skill and care consistent with generally accepted computer software industry practices ("Services Warranty").

3.2 Disclaimer. Other than the express Services Warranty set out above, OpenText disclaims all other express, implied or statutory warranties, including but not limited to warranties related to title, compatibility with software or hardware, non-existence of errors, non-existence of viruses, merchantability or fitness for a particular purpose.

3.3 Warranty Claims. In order to receive warranty remedies under the Services Warranty, warranty claims must be reported by Customer to OpenText in writing within thirty (30) days of the delivery of the related Services. Any modification of the Services not authorized by OpenText will cause immediate termination of the Services Warranty with respect to the modified Services.

3.4 Warranty Remedy. Customer's sole and exclusive remedy with respect to the Services Warranty will be that OpenText shall correct the breach of the Services Warranty within a commercially reasonable period of time. At OpenText's discretion, OpenText may elect to instead issue a refund of the fees allocable to the portion of the Services which do not satisfy the Services Warranty.

4.0 Services Fees and Expenses

4.1 Services Fees, Expenses and Applicable Taxes. Customer agrees to pay OpenText: (a) the Services fees set forth in the Agreement ("Services Fees"), and (b) any applicable sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of the provision of Services, except taxes imposed on OpenText's income ("Applicable Taxes").

4.2 Invoicing and Payment. Unless otherwise set forth in the Agreement, OpenText will invoice Customer in full, upon full execution of this Agreement, and receipt of the PO from Customer (if required), for all Services Fees and Applicable Taxes as described herein. This payment represents a pre-payment of up to the total number of hours for consulting and support activities as described above, which must be used within the Period of Performance as described herein. Customer will receive updates

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showing what time has been used as the project progresses. All invoices issued under this Agreement shall be payable thirty (30) days from the date the Customer's Auditor-Controller receives the verified invoice. Overdue amounts shall accrue interest at (0.5%) per month or the maximum amount permitted by law. OpenText may, at its option, suspend any ongoing work until any overdue account is brought current.

4.3 Purchase Orders. If Customer's procedures require invoices be submitted against a purchase order, Customer will be responsible for issuing such purchase order prior to the commencement of the provision of the Services. The parties agree that any purchase order terms and conditions which purport to amend or modify terms of this Agreement, or which conflict with this Agreement, are rejected by OpenText and shall have no effect.

5.0 Term and Termination

5.1 Term. The term of this Agreement shall commence on the Effective Date and will continue until the engagement is completed or the Agreement is terminated in accordance with the terms herein.

5.2 Termination for Default. Either party may terminate this Agreement for default if the other party commits a material breach of the Agreement, provided (i) the non-breaching party provides the breaching party with written notice of breach and a thirty (30) day period to cure the breach ("**Cure Period**"), and (ii) the breaching party fails to cure each breach by the end of the Cure Period. Any termination of this Agreement shall be without prejudice to each right or remedy which the non-breaching party may possess against the breaching party under this Agreement, at law, in equity, or otherwise.

5.3 Surviving Sections. The obligations of any party that have been incurred prior to the effective date of termination (including, without limitation, the obligations of Customer regarding payment of Services Fees, Expenses, and Applicable Taxes), and other provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement (including, without limitation, the Limitation of Liability sections of this Agreement), shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto.

6.0 Confidentiality

6.1 Confidentiality. By virtue of this Agreement, each party (a "**Disclosing Party**") may disclose to the other party (a "**Receiving Party**") information that is confidential and otherwise proprietary ("**Confidential Information**"). Subject to the exceptions listed below, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential or confirmed as confidential in writing within thirty (30) days of disclosure, as well as deliverables, Work Product and any information that, due to the circumstances under which it is disclosed, a reasonable person would infer as confidential. Confidential Information does not include any information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; or (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party by employees or agents without access to the Disclosing Party's Confidential Information. Each party agrees, for the term of this Agreement and for five (5) years after its termination, to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties (other than professional advisers who are bound by appropriate obligations of confidentiality) unless authorized to do so by the Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take reasonable steps to protect the other party's Confidential Information to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent Confidential Information is required to be disclosed by the Receiving Party as a matter of law or by order of a court or by a regulatory body, provided that the Receiving Party promptly notifies the Disclosing Party so that it may seek an appropriate protective order or waive compliance with this section.

7.0 Limitation of Liability

7.1 DISCLAIMER OF DAMAGES / LOSSES. IN NO EVENT SHALL OPENTEXT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, NOR FOR LOSS OF PROFITS, LOSS OF REVENUE, INTERRUPTION OF BUSINESS, OR COSTS OF REPROCUREMENT OF SUBSTITUTE SERVICES, EVEN IF OpenText HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING.

7.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL OPENTEXT'S LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE AGREEMENT, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

8.0 Miscellaneous Provisions

8.1 Non-Solicitation. Customer agrees that at any point during the term of the Agreement and for twelve (12) months thereafter, it will not, either directly or indirectly (for example, through a third party recruiter) solicit for employment or similar relationship, any employee or contractor of OpenText who has performed Services for Customer under the Agreement. The foregoing shall not apply if such individuals respond without Customer's encouragement to Customer's general recruitment activities including employment advertisements, job postings, or similar, provided they do not specifically target such individuals.

8.2 Independent Contractors. OpenText and Customer are independent contractors. Neither OpenText nor Customer shall have any authority to bind the other in any manner.

8.3 Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any provision of this Agreement is binding on either party unless set out in a mutually signed written waiver.

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8.4 Governing Law. This Agreement shall be governed by the laws of the State of California, excluding its conflicts or choice of law rules. Notwithstanding the foregoing, if Customer's address on page 1 of this Agreement is in Canada, this Agreement shall be governed by the laws of the Province of Ontario, excluding its conflicts or choice of law rules. If Customer or OpenText commence any litigation or proceeding against the other related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and court costs.

8.5 Force Majeure. Except for (i) payment obligations or (ii) any obligations relating to the protection of or restrictions applicable to the other party's Confidential Information or intellectual property, neither party shall be liable to the other or in breach of this Agreement due to any failure or delay in performance of its obligations to the extent the failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storms, epidemics, wars, national emergencies, civil disturbances, actions or inactions of government authorities, terrorist acts, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause that is beyond the reasonable control of that party.

8.6 Severability. Should any provision of this Agreement be deemed contrary to applicable law or unenforceable by any court of competent jurisdiction, the provision shall be considered severed from this Agreement but all remaining provisions shall continue in full force.

8.7 Export Laws. Services may be subject to export control laws or regulations, and Customer agrees to comply strictly with all such laws or regulations and acknowledges that it has the responsibility to obtain any licenses necessary to export, re-export, or import Services.

8.8 Entire Agreement. This Agreement sets forth the entire agreement between OpenText and Customer, and supersedes all prior related oral and written agreements and understandings between the parties with respect to the subject matter hereof.

8.9 Notices. Any notice under this Agreement must be given by a party in writing and is deemed effective when sent via FedEx or other commercial courier to the other party's address specified at the beginning of this Agreement, addressed to General Counsel or Chief Legal Officer. Notices with respect to Services should be sent to the contact persons listed in the Contact Information section of this Agreement.

9.0 Insurance

9.01 Evidence of Coverage. Prior to the start of services to be performed under this Letter of Engagement, OpenText shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. In addition, in the event of litigation brought by a third party, OpenText shall provide copies of the policy or policies. This verification of coverage shall be sent to the Customer's Contracts/Purchasing Department, unless otherwise directed. OpenText shall not receive a "Notice to Proceed" with the work under this Letter of Engagement until it has obtained all insurance required and the Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of OpenText.

9.02 Qualifying Insurers. All coverage's, except surety, 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 that is approved by the Customer's Purchasing Manager.

9.03 Insurance Coverage Requirements. OpenText shall maintain in effect throughout the term of this Letter of Engagement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers Compensation Insurance, if OpenText employs others in the performance of this Letter of Engagement, 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.

9.04 Other Requirements

All insurance required by this Letter of Engagement shall be with a company acceptable to Customer and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Letter of Engagement, 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 OpenText completes its performance of services under this Letter of Engagement.

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

Commercial general liability shall include the County of Monterey, its officers, agents and employees as Additional Insureds with respect to liability arising out of OpenText's work, including on-going and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by OpenText's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or equivalent.

Upon the execution of this Letter of Engagement by the Customer, and prior to the start of any services, OpenText shall file certificates of insurance with the Customer's contract administrator and Customer's Contracts/Purchasing Division, showing that OpenText has in effect the insurance required by this Letter of Engagement. OpenText shall file a new or amended certificate of

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insurance within ten (10) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

OpenText shall at all times during the term of this Letter of Engagement maintain in force the insurance coverage required under this Letter of Engagement and shall send, without demand by Customer, annual certificates to Customer's contract administrator and Customer's Contracts/Purchasing Division. If the certificate is not received within ten (10) days of the expiration date, Customer shall notify OpenText and OpenText shall have ten (10) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by OpenText to maintain such insurance is a default of this Letter of Engagement, which entitles Customer, at its sole discretion, to terminate this Letter of Engagement immediately.

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EXHIBIT B: STANDARD RIGHTFAX TESTING AND DOCUMENTATION

The OpenText Professional Services resource will perform these standard tests, based on Customer's RightFax architecture and licensed RightFax modules, and document results, to be provided to Customer:

Telephony Testing

- Send one 3+ page fax outbound
- Receive one 3+ page fax inbound
- Send one 3+ page fax internally outbound from the RightFax server
- Receive one 3+ page fax internally inbound to the RightFax server
- Send one 3+ page fax to a local fax number
- Receive one 3+ page fax from a local fax number
- Send one 3+ page fax to a long distance fax number
- Receive one 3+ page fax from a long distance fax number

Conversion Testing

- HTML
- Text
- RTF
- MS Word
- MS Excel
- PDF

Remote Clients/Connectors

- Send and receive via FaxUtil
- Send and receive via Web Client
- Send via Print to Fax
- Send and receive via Exchange