



Exhibit B-1 to Professional Services Agreement

Software and Services Terms and Conditions

Ontario Systems, LLC, a Delaware Limited Liability Company having offices located at 1150 West Kilgore Avenue, Muncie, Indiana 47305 (“**Ontario**”) and the County of Monterey having offices located at Administrative Services 168 W Alisal St 1st Fl Salinas, CA 93901 (“**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. Ontario and Client agree as follows:

1. Agreement. This STAC and all Orders are hereby incorporated into the Professional Services Agreement Between Ontario 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 Ontario 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 Ontario (“**Hardware**”); (4) other agreed to deliverables provided as part of Ontario performing Professional Services (“**Work Product**”); or (5) additional licenses to Products already provided to Client by Ontario. “**Products**” means any Software, Third Party Items, Hardware and Work Product that Ontario 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 Ontario’s then current support services guide (“**Support Services**”); or (3) hosting services for the Products as defined in Ontario’s then current hosting services guide (“**Hosting Services**”). “**Services**” means any Professional Services, Support Services and Hosting Services that Ontario agrees to provide under an Order. Services are additive to the Products. Ontario’s then current support guide and hosting guide (“**Guides**”) are each incorporated into this Agreement by reference and can be accessed through Ontario’s online customer resource center. Ontario may update the Guides, from time to time, by making the updated Guide available through Ontario’s online customer resource center. In the event of any ambiguity between the Guides and the Agreement, the Agreement shall control.

c) Orders. To obtain any Products or Services from Ontario, Client will enter into a written document with Ontario 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. Ontario 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 Ontario makes any of the Products



available in a production, non-test environment.

b) Documentation. For Software, Ontario shall provide Client with access to the electronic help files that Ontario makes generally available for the corresponding version of the Software (“**Documentation**”). Ontario 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, Ontario shall deliver the Hardware to Client’s Site FOB (Ontario shipping address) and Client shall reimburse Ontario 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 Ontario 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, Ontario 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 Ontario’s ability to provide the Third Party Item, Ontario will use reasonable efforts to provide a replacement for that Third Party Item. If Ontario 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, Ontario 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, Ontario will deploy the Products in one of the following ways:

- 1) “Hosted” – For Products hosted by Ontario, Ontario will provide the hosted Products and Hosting Services in accordance with Ontario’s then current hosting guide.
- 2) “On-Premise” – For Products provided on-premise at Client’s designated site in the Order (“**Client’s Site**”), Ontario shall deliver the Products electronically and Client shall only install the Products on servers at the Client’s Sites. Subject to Client first providing Ontario 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. Ontario 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. Ontario 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. Ontario 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 Ontario; (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 Ontario's 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 Ontario 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 Ontario's networks, hosting environments, or connections without the advance written consent of Ontario; 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 Ontario in advance of that exercise and upon Ontario's request, promptly disclose the results to Ontario. 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 Ontario.



e) No Transfer or Assignment. Without obtaining Ontario's 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 Ontario 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, Ontario 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 Ontario in accordance with Ontario's then current support guide and Ontario shall work to address any reproducible material nonconformance with the Documentation in accordance with Ontario's then current support guide. If a reported issue results from something other than the Products or Services, Ontario may charge Client and Client shall pay Ontario's then current hourly rate for such assistance. Client will timely provide Ontario personnel and subcontractors with all reasonably requested information, data, materials, access, and decisions to assist Ontario 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. Ontario has no obligation to provide any Professional Services other than those set forth in an Order or change order. Client will timely provide Ontario personnel with all reasonably requested information, data, materials, system access, and decisions to assist Ontario in rendering the Professional Services. If a Client delay impacts the Professional Services, Ontario may issue a change order reflecting Ontario's costs, fees, and expenses in modifying the schedule for performing the Professional Services. If the parties fail to agree to any such change order, Ontario may suspend the performance of the Professional Services until a resolution can be reached.

c) Traveling to Provide Services. Ontario will normally provide Professional Services and Support Services on a remote basis. If the parties agree to Ontario traveling to Client's locations to perform Professional Services or Support Services, Ontario will make the necessary travel arrangements in accordance with Ontario's then current travel policy. Client acknowledges that, once scheduled and committed, Ontario 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 Ontario for any actual out-of-pocket expenses incurred by Ontario 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 Ontario's personnel with a reasonable workspace, furniture, supplies and equipment to allow Ontario to perform the applicable Services.

d) Use of Subcontractors. Ontario 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. Ontario hereby agrees that Ontario 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 Ontario for travel, lodging, meal, and other expenses reasonably incurred by Ontario 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 Ontario in U.S. Dollars. Ontario shall invoice Client for the Fees in accordance with the frequency and payment terms set forth in the applicable Order. Ontario 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(d), Client shall pay all Fees, Expenses, and Taxes within 30 days of the applicable invoice date.

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

c) Suspension. By sending Client reasonable advance written notice, Ontario 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(d).

d) Fee Increase. Except as set forth in an Order, Ontario 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, Ontario 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 Ontario for increased costs of maintaining all Products and Services covered in the Order.

9. Intellectual Property. Ontario retains the ownership of all right, title, and interest in and to the Products, the Documentation, and Ontario’s 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 Ontario. The Products and Documentation are considered Ontario’s Confidential Information..

10. Client Data, Confidentiality and Security

a) Client Data. Client has all necessary rights and consents needed to permit Ontario to use and have access to all Client Data and any other data, materials and systems Client provides to Ontario for the purposes of Ontario 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. Ontario 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 Ontario to provide the Services or supplied by Client to any of the Products that may be accessed by Ontario in providing the Services. Client owns all Client Data and Client Data is Client’s Confidential Information. Notwithstanding anything above to the contrary, Ontario 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 Ontario to maintain or enhance the Subscription, Hardware, and Services subject to this Agreement; and Ontario 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 Ontario to perform the Professional Services

b) Confidential Information. See the Professional Services Agreement.



c) **Information Security.** To protect Client Data from disclosure, Ontario 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 Ontario reasonably determines that a standard needs to be replaced, Ontario may change the standards Ontario complies with by notifying Client in writing of the change and how such change impacts Ontario information security program. Ontario will report to Client any confirmed security breach or unauthorized access affecting Client Data of which Ontario becomes aware. Ontario will use diligent and reasonable efforts to remedy any breach of security or unauthorized access related to Ontario's facilities and systems, the hosting site (if applicable), and any Client Data. Client will cooperate with Ontario in such efforts. Ontario 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 Ontario 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, Ontario is responsible for damages incurred by Client as a result of Ontario's breach of this Section, but Ontario 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 Ontario's Affiliates or subcontractors.

d) **De-Identified Data and User Experience.** Subject to the prohibitions stated in section 10(a) of this Exhibit B-1, Ontario 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 Ontario's user base; and (4) aggregate and use De-Identified Data for Ontario's 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. Ontario shall only use De-Identified Data in a manner that complies with applicable laws.

e) **Residuals.** As with any person performing their job, Ontario's 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**"). Ontario may use, disclose, and otherwise employ such Residuals in its business without violating this Agreement. For example, if another customer requests Ontario to implement a similar process to what Client is using, Ontario may do so and may use the Residuals to do so. Client shall not assert against Ontario 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 Ontario.

b) **Other Termination Rights and Sunsetting Products.** Ontario may terminate an Order, a license, providing a Product or Service, or this Agreement if: (1) Client fails to pay any amount owed to Ontario 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 10 day period; (2) Client breaches a Third Party Agreement, or infringes, misappropriates, or otherwise violates Ontario's or its suppliers proprietary rights, in which case termination will occur upon Ontario notifying Client of the breach and Ontario 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 Ontario in any material respect in which case termination will occur upon Ontario notifying Client of the breach and Ontario exercising its termination rights under this Section. For the sake of clarity this Section 11



does not prevent Ontario 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), Ontario 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, Ontario 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 Ontario will cease provide the applicable Products and Services. Upon Ontario's request, Client will have an authorized officer certify in writing that it has complied with this Section 11(e). Ontario 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 Ontario purges all Client Data), 13, 14, 15, 16, 18, 19 (for the time period set forth therein), and 20-23 will survive termination of this Agreement or any Order and will continue to apply to all terminated Orders. Ontario's 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 Ontario 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, Ontario 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 Ontario with at least 10 business days' advance written notice, Client may conduct an audit of Ontario's information security program at Ontario's applicable offices. If Client is using any Products and Services in an on premise deployment and subject to Ontario providing Client with at least 10 business days' advance written notice, Ontario 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. Ontario receives a number of requests from Ontario's customer base related to Ontario's information security and compliance programs. To efficiently respond to those requests, Ontario maintains a packet of information that provides information related to these programs. Upon Client's written request, Ontario will provide this packet of information at no additional cost. If Client requests that Ontario fills out Client's questionnaires, information requests or similar documents instead of using this packet of information, Client will compensate Ontario 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 Ontario spends in fulfilling the request. Ontario does not charge fees for answering questions related to Ontario's packet of information or providing additional material that is not already covered by Ontario's packet of information.

c) Ontario Monitoring. Ontario 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 Ontario, subject to the prohibitions of section 10(a) of this Exhibit 1-B. If either an audit, an inspection, or any collected information by Ontario reveals any use of the Products and Services beyond scope permitted by this Agreement or in a manner that infringes Ontario's or its suppliers' intellectual property rights, Ontario may do any of the following: suspend Client's use of the Products and Services, exercise Ontario's rights under Section 11, have Client promptly pay any applicable uncontested Fees due for such use, or pursue all other remedies available to Ontario 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 Ontario 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 Ontario is a United States company and offers no representation or warranty that Ontario, 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 Ontario.

14. Warranties. Ontario warrants that Ontario uses reasonably qualified personnel to provide the Services. Client's sole and exclusive remedy for a breach of this warranty is Ontario 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, ONTARIO 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. ONTARIO 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. ONTARIO DISCLAIMS ANY WARRANTY OR REPRESENTATION UNDER THIS AGREEMENT TO ANY PERSON OTHER THAN CLIENT.*

15. [Intentionally Deleted]

16. Limitation of Liability. *EXCEPTING AS TO ONTARIO'S 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"), ONTARIO'S LIABILITY IN THE AGGREGATE TO CLIENT WILL NOT EXCEED THE FEES PAID BY CLIENT TO ONTARIO 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 ONTARIO 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 ONTARIO 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.

17. Insurance. During the Term, Ontario 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, Ontario will furnish a certificate of insurance verifying these coverages.

18. Disputes and Governing Law.

- a) Governing Law. See Professional Services Agreement.

19. [Intentionally Deleted]

20. 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.

21. Export. Client shall not export or re-export the Products without the prior written authorization of Ontario 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. Ontario does not represent that the Products are appropriate or available for use in other countries. If Client obtains Ontario's authorization to export the Products, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries.

22. 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.

23. 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, Ontario may use Client's name for the sole purpose of identifying it as a customer of Ontario in Ontario's marketing materials, press releases, sales presentations, and websites.

24. Debarment. To its knowledge, Ontario 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). Ontario shall provide Client with prompt notice if Ontario (a) receives notice of an action with respect to Ontario's Debarment during the Term of this Agreement; or (b) is or will become Debarred. Upon receipt of such notice from Ontario or if Client determines Ontario is Debarred, Client may, in its sole discretion, terminate this Agreement immediately and without further obligation upon written notice to Ontario. With respect to this Section 24, "Ontario" shall include Ontario's officers, directors, members, managers, and employees.

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

County of Monterey	Ontario Systems, LLC
Signature:	Signature: <i>Alex Forman</i>
Printed Name:	Printed Name: Alex Forman
Title:	Title: VP & General Counsel
Date:	Date: June 14, 2021