

COUNTY OF MONTEREY NON-STANDARD AGREEMENT

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

Columbia Ultimate Business Systems (Columbia Ultimate), LLC

(hereinafter "CONTRACTOR")

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

1.0 GENERAL DESCRIPTION

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

Provide a hosted VoIP PBX with Voice Mail, Multi-line calling service to aid in the collections of Court Fines and Fees. The service will also provide a IVR for 24/7 customer service for payments and account inquiries.

2.0 PAYMENT PROVISIONS

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall no exceed the sum of: \$

\$100,000

3.0 TERM OF AGREEMENT

3.01 The term of this Agreement is from July 1, 2024 to December 31, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

See Exhibit A.

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions SOW-CUBS IVR Dialer Revisions to SA

Exhibit B Other: CUBS IVR Dialer

5.0 PERFORMANCE STANDARDS

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experiences, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

6.0 PAYMENT CONDITIONS

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

7.0 TERMINATION

- 7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~
- See Exhibit A.
- 7.02 ~~The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes failure of CONTRACTOR to perform the required services at the time and in the manner provided under this agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this agreement.~~
- See Exhibit A.

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

8.0 INDEMNIFICATION

8.01 ~~contractor shall indemnify, defend and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.~~

See Exhibit A.

9.0 INSURANCE REQUIREMENTS

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy or the policy or policies.

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

9.02 Qualifying Insurers:

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

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

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

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

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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

Worker’s Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

Professional liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by license to engage in a business or profession regulated by the California Business and Professions Code), n the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made during rendering professional services. If professional liability insurance is written on a “claims made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California.

Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

See Exhibit A.

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

~~Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss.~~

~~covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insureds is ISO Form CG 20 10, 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.~~

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

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

10.0 **RECORDS AND CONFIDENTIALITY**

10.01 ~~Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records and other confidential information received from the County or prepared about the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR IN THE PERFORMANCE OF THIS Agreement except for the sole purpose of carrying out CONTRACTOR'S obligations under this Agreement.~~

See Exhibit A.

10.02 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR USED OR RECEIVED FROM County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds more than \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after the final payment under this Agreement.

10.05 ~~Royalties and Inventions.~~ County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced during or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

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

13.0 INDEPENDENT CONTRACTOR.

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

See Exhibit A.

14.0 NOTICES.

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

FOR COUNTY:	FOR CONTRACTOR:
Name and Title Sacramento Villicana Chief Deputy Treasurer-Tax Collector	Name and Title Lisa Haren Client Success Manager
Address 168 West Alisal Street, First Floor Salinas, CA 93901	Address 5860 Trinity Parkway, Suite 120 Centreville, VA 20120
Phone: 831-755-5436	Phone: 330-389-1999

15.0 MISCELLANEOUS PROVISIONS

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions. In this Agreement.
- 15.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’S officers, agents, and employees acting on CONTRACTOR’S behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR SHALL CONTINUE TO PERFORM UNDER THIS Agreement during the dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance and Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR AGREE THAT EACH PARTY HAS FULLY PARTICIPATED IN THE REVIEW AND REVISION OF THIS Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment of this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into the Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

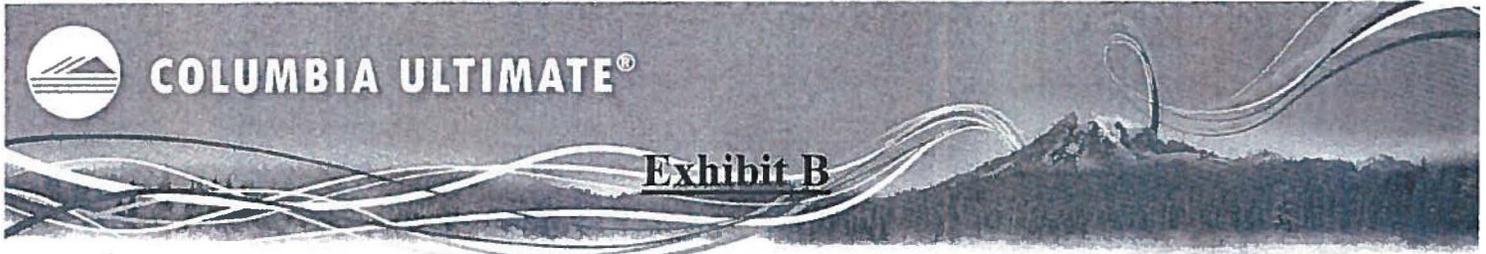
Date: 4/7/2025 | 2:17 PM PDT

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

¹ Approval by County Counsel is required

² Approval by Auditor/Controller is required

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



ULTIMATECONTACTS AGREEMENT

Parties:

Columbia Ultimate Business Systems, LLC
 5860 Trinity Parkway, Suite 120
 Centerville, VA 20120

("Columbia Ultimate")

County of Monterey Revenue Division
 168 W Alisal Street, 1st Floor
 Salinas, CA 93901-2437

("Client")

This UltimateContacts Agreement consists of this page ("Signature Page"), the attached terms and conditions ("Terms and Conditions"), the attached schedules listed below ("Schedules"), and any initial service orders at time of signing or service orders entered into after the signing of this agreement ("Service Order(s)").

		Client Initials	Columbia Ultimate Initials
Terms and Conditions	Included	Included	Included
Schedules			
Schedule A – Technical Requirements			
Schedule B – Usage Rate Terms			
Schedule C – Support Services Agreement			
Service Orders			
UltimateNegotiator			
UltimateMessaging			
UltimateContacts Predictive Dialer /IVR			
UltimatePayments			

The parties are signing this agreement on the date last indicated below:

County of Monterey	COLUMBIA ULTIMATE Business Systems, LLC
Authorized Signature	Authorized Signature
BY: _____	BY:  _____
Print Name: _____	Print Name: <u>Mike Melka</u>
Title: _____	Title: <u>CFO</u>
Date: _____	Date: <u>3/28/2025</u>

UltimateContacts Agreement

Terms and Conditions

1. BACKGROUND. This agreement provides the Client with a license to access Columbia Ultimate's hosted telephony and predictive dialer system, commonly called UltimateContacts, subject to the terms and limitations set forth in this agreement, its Service Orders, and following schedules.

2. DEFINITIONS. The following definitions apply in this agreement for capitalized terms:

UltimateContacts Services: include but are not limited to UltimateNegotiator, Ultimate Messaging, UltimateContacts Predictive Dialer, UltimatePayments, and the corresponding services and software.

Client Information: means Client's contact and other business information, as set forth in the CU Client Portal.

Client Bill Date: means the date each month that the Client is billed for the Ultimate Contacts Services. The Client Bill Date is determined by the Service Activation Date as described in Section 4.3.

CU Client Portal: means the Columbia Ultimate client administration website accessible via login at Columbia Ultimate's on-line Client Center.

Service Activation: has the meaning set forth in Section 4.1.

Service Activation Date: is the date on which Client's account is activated and provisioned and has the meaning set forth in Section 4.1.

Scats or Seat Licenses: means the maximum number of concurrent Client users that may simultaneously access UltimateContacts. The number of Scat Licenses is as set forth on the Service Orders.

Term: has the meaning set forth in Section 5.1.

3. USE OF THE ULTIMATECONTACTS SERVICES.

3.1. SERVICE ORDERS. The form of Service Order incorporated into this agreement as supplements provides description and pricing of the UltimateContacts Service ordered from Columbia Ultimate. Client shall complete an initial Service Order prior to being provided access to any UltimateContacts Services. Thereafter, Client shall

complete a Service Order each time Client wishes to order additional UltimateContacts Services. Each Service Order shall indicate: (i) the UltimateContacts Services selected by Client, including any premium services; (ii) the implementation services to be provided by Columbia Ultimate for such UltimateContacts Services; (iii) the term of such UltimateContacts Services; (iv) the applicable UltimateContacts Service Seat License fee, implementation fees and activation fees; and (v) any other special terms or fees that may apply to the selected UltimateContacts Services. Service Orders are only valid once signed by both Client and Columbia Ultimate.

3.2. CLIENT INFORMATION. Client shall provide and maintain accurate, current and complete registration of Client Information in the CU Client Portal, including, without limitation, Client's legal name, address, email address, telephone number and, where applicable, payment information. Client agrees to promptly notify Columbia Ultimate of any changes in Client Information and to verify such information as Columbia Ultimate may reasonably request. Client acknowledges and agrees that Client's failure to provide Columbia Ultimate with accurate Client Information may lead to Columbia Ultimate's suspension or termination of Client's account and/or access to the UltimateContacts Services, which suspension or termination shall be in the sole discretion of Columbia Ultimate.

3.3. LICENSE. Subject to the terms and limitations of this agreement, Columbia Ultimate agrees to provide to Client a license to access the UltimateContacts Services set forth on a Service Order, up to the number of Seats specified on such Service order, during the Term (as defined below) on a non-exclusive, non-transferable, revocable basis, solely for Client's internal business purposes.

3.4. USE RESTRICTIONS. Client agrees not to (i) license, sublicense, sell, resell, transfer, assign, donate, distribute or otherwise commercially exploit or make the UltimateContacts Services available to any third party in any way; (ii) modify or make derivative works based upon the UltimateContacts Services; (iii) create unauthorized Internet "links" to the UltimateContacts Services or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the UltimateContacts Services in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the UltimateContacts

UltimateContacts Agreement

Terms and Conditions

Services, or (c) copy any ideas, features, functions or graphics of the UltimateContacts Services.

3.5. **TECHNICAL REQUIREMENTS FOR USE OF ULTIMATECONTACTS.** In order to utilize the UltimateContacts Services, Client must adhere to certain technical specifications and acquire and maintain certain minimum hardware, software and Internet connectivity, as specified on Schedule A attached hereto ("**Required Equipment**"). During the sales process and prior to the UltimateContacts Services activation, Columbia Ultimate, with Client's cooperation, will conduct an assessment of Client's current equipment. Based on this assessment, Columbia Ultimate may recommend adjustments to the equipment in order to meet the minimum technical requirements to utilize the UltimateContacts Services. Client is ultimately responsible for implementing any recommendations made by Columbia Ultimate with respect to Required Equipment and also for the ownership and ongoing maintenance of Required Equipment. Columbia Ultimate's recommendations with respect to Required Equipment do not constitute a guarantee or warranty as to the future suitability of the Required Equipment for operating the UltimateContacts Services. CLIENT ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR OBTAINING AND SUPPORTING REQUIRED EQUIPMENT AS NECESSARY TO UTILIZE THE ULTIMATE CONTACTS SERVICES, AND CLIENT MAY NOT TERMINATE THIS AGREEMENT OR REQUEST A REFUND BASED ON A FAILURE OF ITS HARDWARE, SOFTWARE OR INTERNET CONNECTIVITY TO PROPERLY FUNCTION WITH THE ULTIMATE CONTACTS SERVICES.

4. **ACTIVATION, FEES, AND BILLING.**

4.1. **INITIAL SERVICE ACTIVATION AND PROVISIONING.** Prior to the activation of the UltimateContacts Services set forth in Client's initial Service Order, Client shall pay Columbia Ultimate the fees specified in the Service Order, including implementation and activation fees, as well as the Seat License fees and pre-paid per minute usage or transaction fees (collectively, the "**Activation Fee**"). Upon receipt of the Activation Fee, Columbia Ultimate will activate Client's account and commence the provisioning process for the UltimateContacts Services (the date of the initial Service Activation represents the "**Service Activation or Provisioning Date**"). The initial provisioning process creates the Client's unique domain within UltimateContacts, and enables the Client to login and access

UltimateContacts, upload and access data, and make and receive calls.

4.2. **SUBSEQUENT SERVICES.** For subsequent UltimateContact Services, Columbia Ultimate shall commence the provisioning process for the additional UltimateContacts Services as required by such additional Service Order upon receipt of the applicable Activation Fee.

4.3. **FEES, CLIENT BILL DATE, AND BILLING CYCLE.** Client shall pay Columbia Ultimate the recurring fees for the UltimateContacts Services as set forth on an applicable Service Order ("**Service Fee**"). Unless otherwise indicated in a Service Order or in this agreement, Client shall pay all monthly Seat License Fees in advance and per minute usage as it is used. The Client's billing cycle begins on the Service Activation Date. The Client shall be invoiced on the first of every calendar month thereafter (the "**Client Bill Date**"). The Client Bill Date will be the bill date for all UltimateContacts Services ordered by Client pursuant to this agreement, and partial months shall be pro-rated. Each invoice will include all recurring monthly Service Fees for the applicable UltimateContacts Services in use by Client and any additional recurring premium services for the next billing month, all usage charges incurred during the prior billing month, as detailed on Schedule B, and, if applicable, any professional services or other one-time charges for services delivered during the billing period.

4.4. **Prepaid Usage Minimum Balance.** Columbia Ultimate requires that, prior to activation, Client deposit a certain amount of prepaid usage service fees ("**Prepaid Usage**") as stated in the Service Order. As calls are made, the cost of each call is debited from the Prepaid Usage balance. The running balance of Prepaid Usage is viewable on the My Account section of the CU Client Portal. When the account balance reaches the minimum threshold Columbia Ultimate will attempt to auto charge the credit card on file or initiate an ACH to replenish the account balance. Client is ultimately responsible for reviewing and maintaining a sufficient Prepaid Usage balance to ensure continued use of the UltimateContacts Services. In the event that Client's Prepaid Usage balance runs out, Columbia Ultimate will suspend access to the UltimateContacts Services and Client will be unable to use the UltimateContacts Services. However, prior to taking such action, Columbia Ultimate shall provide Client with reasonable notice of the level of the Prepaid Usage balance to allow Client to replenish the account balance. Columbia Ultimate may from time to time upon notice to Client increase the Client's required

UltimateContacts Agreement

Terms and Conditions

minimum Prepaid Usage balance to reflect Client's actual usage patterns or other changes.

4.5. **PAYMENT TERMS.** Payment terms for Service Fees and other fees due on a given invoice are due within sixty (60) days of receipt of invoice, unless otherwise stated on the invoice. Payment of all fees (including any Service Fees and Activation Fees), whether in advance of service or for services incurred, may be made by cash, check or wire transfer of immediately available funds to Columbia Ultimate or by credit card, if expressly authorized by Columbia Ultimate in advance. Clients electing to use a credit card to pay for Columbia Ultimate services shall complete a credit card authorization form that expressly authorizes Columbia Ultimate to charge directly the credit card account number provided by Client to pay for any and all charges legitimately incurred and invoiced under this agreement. Client shall be responsible for all sales, value-added or similar taxes due under this agreement. Past due balances, including past due balances resulting from returned checks or charge-backs, are subject to an interest charge of 1.5% per month or the maximum amount permitted by applicable law, whichever is less.

4.6. **REFUND POLICY.** All prepaid fees under this agreement are non-refundable, except if Client's account is closed in good standing under the terms of this agreement, with all balances paid in full, the unused balance of Prepaid Usage shall be refunded to Client.

4.7. **DISPUTED CHARGES AND RESOLUTION OF DISPUTES.** Client agrees to pay all charges under this agreement without counterclaim, setoff or deduction. In the event, Client legitimately and reasonably disputes an invoiced amount, Client will provide Columbia Ultimate with written notice of the amount in dispute and the basis for the dispute within seven (7) business days of receipt of the invoice. Columbia Ultimate agrees that it will work with Client to reasonably and expeditiously resolve the dispute.

4.8. **No WAIVER.** Failure of Columbia Ultimate to charge Client's credit card or to invoice Client in a timely manner for any amounts due under this agreement shall not be deemed a waiver by Columbia Ultimate of its rights to payment for such amounts, and all outstanding amounts shall remain due and payable by Client.

5. **TERM, TERMINATION AND RENEWAL.**

5.1. **INITIAL TERM AND AUTOMATIC RENEWALS.** Unless earlier terminated as provided in this agreement, this agreement shall commence on the

Service Activation Date, shall continue for one (1) year ("**Initial Term**") thereafter, and shall automatically renew for consecutive one (1) year terms (each a "**Renewal Period**" and all Renewal Periods together with the Initial Term, the "**Term**"), unless either party provides notice of its intent not to renew this agreement in accordance with Section 5.3.

5.2. **CHANGES TO SERVICE FEES DURING RENEWAL TERMS.** Columbia Ultimate reserves the right to modify its Service Fees and charges for premium services for future Renewal Periods but agrees to provide Client with at least thirty (30) days prior written notice thereof to allow Client sufficient time to exercise its right to cancel service at the expiration of the then current term.

5.3. **CANCELLATION NOTICE REQUIREMENT.** Client or Columbia Ultimate may terminate this agreement or partially reduce its UltimateContacts Services under this agreement by providing the other with not less than thirty (30) days' prior written notice.

5.4. **SUSPENSION OR TERMINATION BY COLUMBIA ULTIMATE.** Columbia Ultimate may suspend or cancel Client's access to the UltimateContacts Services or terminate this agreement as follows:

5.4.1. **FOR CESSATION OF ULTIMATECONTACTS SERVICES.** Columbia Ultimate may suspend access to any portion or feature of the UltimateContacts Services by providing Client with written notice at least thirty (30) days prior to the date it intends to cease providing such UltimateContacts Services.

5.4.2. **FOR DELINQUENT ACCOUNTS.** Columbia Ultimate may immediately suspend or disable Client's access to the UltimateContacts Services for any accounts for which payment is delinquent.

5.4.3. **FOR ACTUAL OR POTENTIAL HARM TO COLUMBIA ULTIMATE OR A THIRD PARTY.** Columbia Ultimate may immediately suspend or terminate Client's account if Columbia Ultimate in good faith has reason to believe that Client is (a) using the UltimateContacts Services in a manner that may cause immediate and ongoing harm to Columbia Ultimate or to a third party, including but not limited to, actions that violate federal, state or local laws, rules or regulations, such as compliance with "Do Not Call Lists", FDCPA violations, TCPA violations; (b) compromising the security of the UltimateContacts Services and the privacy of Columbia Ultimate' other Clients; (c) exceeding an acceptable threshold of dropped or short duration (<6 seconds) calls or (d)

UltimateContacts Agreement

Terms and Conditions

engaging in other activity not specifically identified herein that could reasonably be construed as causing or potentially causing harm to Columbia Ultimate or a third party.

5.5. **TERMINATION BY EITHER PARTY FOR BREACH.** Except as otherwise expressly provided herein, either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of a breach of any provision of this agreement by the other party.

5.6. **RESUMPTION OF SERVICE.** Client's resumption of access to the UltimateContacts Services following a suspension by Columbia Ultimate for the reasons cited above will not extend the then current Term or result in an extension of the period covered by the prepaid Service Fees. Resumption of Client's account following suspension or termination by Columbia Ultimate is subject to the sole discretion of Columbia Ultimate. If Columbia Ultimate allows Client to resume using the UltimateContacts Services, Client may be subject to a reconnection fee and applicable retraining fees, and must pay in full all outstanding account balances.

5.7. **NO CLIENT INITIATED SUSPENSIONS OF SERVICE.** Client understands that it has entered into an agreement with a specific term and that nothing contained in the agreement conveys the right to the Client to suspend service in whole or in part during the Initial Term or during subsequent Renewal Periods, nor is the Client entitled to a refund of any prepaid UltimateContacts fees on the basis of requesting a suspension of service.

5.8. **EFFECT OF TERMINATION.** Upon termination of this agreement, (i) all licenses and rights granted hereunder shall immediately terminate and Client shall have no right to continue to access or use the UltimateContacts Services, (ii) each party shall return or, at the option of the other party, destroy all confidential information of the other party in its possession or control, and (iii) Client shall promptly pay all outstanding fees and charges associated with Client's account up through the date of termination, (including charges for services delivered by Columbia Ultimate that have not yet been invoiced such as local and long-distance charges and any termination fee, if applicable), provided that Columbia Ultimate reserves the right to apply any security deposit or prepaid charges or other amounts delivered by Client to Columbia Ultimate to satisfy any amounts owed to Columbia Ultimate under the terms of this agreement. In the event that Columbia Ultimate takes any action to collect payment or to enforce any provision of this agreement, Client agrees to pay all reasonable costs of

such action or suit incurred by Columbia Ultimate (including fees for bad checks or similar fees), including reasonable attorney's fees and costs and any interest on any unpaid amount. All outstanding payment obligations and Sections 2, 3.5, 5.8, 7.1, 8, 9, 10, 11, 12, 13, and 14 shall survive any termination or expiration of this agreement.

6. CLIENT ACCOUNTS AND SECURITY.

Client is responsible for all authorized and unauthorized access, activities and charges associated with the Client's account and/or password(s) with Columbia Ultimate, except for unauthorized charges that are the result of Columbia Ultimate's negligence in providing sufficient safeguards against unauthorized third party access to Client's account. Client is responsible for the confidentiality of its password(s), for all charges incurred from the use of the UltimateContacts Services with its password(s), and for any and all charges made through the Client's account by Client's employees, agents, principals, consultants, or other entities or individuals in the employ of or engaged by Client regardless of the reason for such charges. If Client or someone to whom Client has given access to the UltimateContacts Services violates this agreement, Client's account may be terminated pursuant to Section 4 and Client will be liable for all fees, charges, and damages of any kind related thereto.

7. DATA USE.

7.1. **DATA USE.** During the normal operation of the Services, Columbia Ultimate will collect and store on its systems certain information and data provided or collected by the Client ("**Client Data**"). During the Term, Client authorizes Columbia Ultimate to store Client Data on its internal systems and use and copy Client Data for the purpose of providing the UltimateContacts Services to Client in accordance with this agreement. Additionally, Client agrees that Columbia Ultimate may use non-individually identifiable, aggregated Client Data for internal business purposes to test, analyze and improve the UltimateContacts Services both during and after the Term.

7.2. **DATA RETENTION.** Due to the storage demands on the UltimateContacts Services, Columbia Ultimate retains the right to periodically purge Client data from Columbia Ultimate owned servers, in order to maximize system performance for all clients. If such data is important to Client, Client is solely responsible for taking timely action to download and maintain this information on its premises. Depending on the data type, additional storage by Columbia Ultimate may be

UltimateContacts Agreement

Terms and Conditions

available for an additional fee. Client should contact a Columbia Ultimate sales representative for more information about data storage. Please refer to the following table for Columbia Ultimate's data retention policy:

Data Type	Retention Period	How to download for archiving
Call logs	60 days	Save report to local machine
Call recordings	30 days, may be extended	Export via FTP
Disabled domain	30 days after account closure or suspension	N/A
Campaign call results	60 days	Via interface or export function
Call lists	Until deleted by user	Export function
User access logs	60 days	Save report to local machine

8. EMERGENCY SERVICE (911 CALLING) NOT PROVIDED.

8.1. NO REQUIREMENT TO OFFER EMERGENCY SERVICES. Client understands and acknowledges that Columbia Ultimate does not and is not required to provide Emergency Service, where "**Emergency Service**" is defined as services that connect a user to emergency services personnel or a public safety answering point ("**PSAP**"), pursuant to applicable regulatory requirements. In the United States, Emergency Service is provided by dialing the digits "911" on a wired or a wireless telephone. Services provided by Columbia Ultimate do not permit the dialing of "911" or any other emergency telephone numbers. Columbia Ultimate Services are not telephone or telecommunications services that can provide a connection to emergency services personnel or a PSAP under any circumstances. Client recognizes and agrees that Columbia Ultimate is not required to offer Emergency Service, pursuant to any applicable laws, rules or regulations. Client further recognizes and agrees that Columbia Ultimate is not a replacement for Client's primary telephone service. CLIENT ACKNOWLEDGES AND ACCEPTS THAT COLUMBIA ULTIMATE'S SERVICES DO NOT INCLUDE EMERGENCY SERVICE. CLIENT UNDERSTANDS AND AGREES THAT ADDITIONAL ARRANGEMENTS WITH A THIRD PARTY MUST BE MADE BY CLIENT TO ACCESS EMERGENCY SERVICE.

8.2. SPECIFIC DISCLAIMER OF LIABILITY FOR EMERGENCY SERVICE. Columbia Ultimate does not provide Emergency Service in conjunction with the UltimateContacts Services or any other services that may be used by Client in connection with Columbia Ultimate's services. Columbia Ultimate, its officers, directors, employees, shareholders, affiliates nor agents will be liable for any claim, damage, or loss arising from, or relating to, Client's use of Columbia Ultimate's services or any other service provided hereunder to contact a PSAP or Emergency Services personnel. Client specifically waives, to the maximum extent permitted by applicable law, any and all such claims or causes of action, arising from or relating to Columbia Ultimate's services or any other service provided hereunder to contact a PSAP or other Emergency Services personnel. Client agrees to defend, indemnify, and hold harmless Columbia Ultimate, its officers, directors, employees, shareholders, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, court costs and attorney's fees) arising out of the fact that Columbia Ultimate does not offer Emergency Service.

9. COMPLIANCE WITH LAWS.

9.1. GENERALLY. Client agrees to comply with all federal, state and/or local law related to or connected with providing, selling, licensing and delivering information services, payment processing, and telecommunications services and products. Client further agrees to follow the Association of Credit and Collection Professionals ('ACA') Codes of Ethics and Operations. Client assumes all liability and responsibility for use of the UltimateContacts Services in compliance with any federal, state or local laws, rules or regulations pertaining to the use of telephones, email, fax, automated telephonic equipment (e.g. "Autodialer", "Predictive Dialer", "Robodialer", "Prerecorded message") other telephony and telecommunications products and services, and payment processing. A violation of any such laws may result in substantial penalties and other sanctions. Any person intending to use the UltimateContacts Services for purposes regulated by federal, state or local laws should consult with his or her own legal counsel prior to entering into this agreement to determine the extent of permissible activities. Client agrees that Columbia Ultimate will not be responsible for Client's illegal or fraudulent use of the UltimateContacts Services, and Client shall indemnify Columbia Ultimate for any claims, liabilities or expenses (including attorneys' fees) incurred by Columbia Ultimate based upon Client's illegal or fraudulent use of UltimateContacts Services.

UltimateContacts Agreement

Terms and Conditions



9.2. CONSENTS. Client is solely responsible for obtaining the consent of or a release from those persons or entities, to whom or to which Client intends to send communications using the UltimateContacts Services. Client agrees to periodically review the list of recipients to be contacted, to contact only those persons who the Client is legally permitted to contact from Client's Client data, and only in the manner permitted, under federal, state and local law, and to delete those recipients that no longer wish to receive communications from Client.

9.3. "DO NOT CALL" COMPLIANCE. If Client is advised by any party that they do not wish to receive communications from Client via the UltimateContacts Services, then Client agrees to promptly add those parties to its internal company-specific Do Not Call List in the UltimateContacts Services account, and thereafter refrain from calling such parties. If Columbia Ultimate determines, in its sole discretion, that the receipt of communications via the UltimateContacts Services is not consensual, or violates any federal, state and/or local rule and regulation, or is harassing to consumers or businesses, Columbia Ultimate may add specific telephone numbers to Client's internal company-specific Do Not Call List to prevent further calling of those numbers, or suspend service as per Section 4 above.

9.4. NOTICE. CLIENT SHOULD SEEK THE ADVICE OF AN ATTORNEY REGARDING USE OF AUTOMATED TELEPHONIC EQUIPMENT, TEXT/SMS MESSAGING, PAYMENT PROCESSING, AND MARKETING LAWS, PRIOR TO USE OF THE ULTIMATE CONTACTS SERVICES.

10. WARRANTY, DISCLAIMER OF WARRANTY.

10.1. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other party that (i) it has the power and authority to enter into and perform all obligations under this agreement and the Schedules, and (ii) it will comply with all applicable laws in its performance under this agreement.

10.2. WARRANTY DISCLAIMER. COLUMBIA ULTIMATE IS PROVIDING ULTIMATE CONTACTS AS A HOSTED SERVICE AND ULTIMATE CONTACTS IS DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLUMBIA ULTIMATE DOES NOT WARRANT THAT THE ULTIMATE CONTACTS SERVICES WILL BE UNINTERRUPTED OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES COLUMBIA ULTIMATE MAKE ANY

WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE ULTIMATE CONTACTS SERVICES. COLUMBIA ULTIMATE MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO ULTIMATE CONTACTS, EXCEPT AS MAY EXPRESSLY BE SET FORTH HEREIN. Client understands that the UltimateContacts Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades or for reasons beyond Columbia Ultimate's reasonable control, including, but not limited to (i) Client or Columbia Ultimate equipment malfunctions; or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to Columbia Ultimate's or the Client's data centers.

11. LIMITATION OF LIABILITY. COLUMBIA ULTIMATE WILL NOT BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR AN AMOUNT GREATER THAN THE FEES PAID BY CLIENT TO COLUMBIA ULTIMATE UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRIOR TO THE DATE OF THE EVENT THAT GAVE RISE TO THE LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LOSS, DAMAGE OR LIABILITY RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) INABILITY TO ACCESS THE ULTIMATECONTACTS SERVICES; (C) PERFORMANCE RELATED DELAYS; (D) COMPUTER VIRUSES; (E) LOSS

OF BUSINESS DUE TO INOPERABILITY OR PERFORMANCE OF THE ULTIMATE CONTACTS SERVICES; (F) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (G) THE NEGLIGENT ACTS OF OTHER COLUMBIA ULTIMATE SUBSCRIBERS; (H) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS OR MISSTATEMENTS IN ANY AND ALL INFORMATION DELIVERED BY OR PROVIDED FOR DELIVERY BY THE ULTIMATE CONTACTS SERVICES; AND (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND COLUMBIA ULTIMATE'S CONTROL.

12. INDEMNIFICATION.

12.1. BY CLIENT. Client agrees to indemnify, hold harmless and defend Columbia

UltimateContacts Agreement

Terms and Conditions

Ultimate, its shareholders, directors, officers, employees and agents from and against any action, claim, or damage, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (i) personal injury or property damage to the extent such claims or liabilities arise out of negligent or willful acts or omissions of Client and/or its employees or agents; (ii) Client's breach of this agreement; (iii) Client's unauthorized use of the UltimateContacts Services, including any information, communication, data or work that Client provides in connection with Client's use of the UltimateContacts Services; (iv) libelous, slanderous, indecent or other statement concerning any person made or republished by Client; or (v) any violation of federal, state and/or local law related to, arising out of or connected with Client's authorized use of the UltimateContacts Services.

12.2. BY COLUMBIA ULTIMATE. Provided Client is using the UltimateContacts Services as authorized under this agreement, Columbia Ultimate agrees to indemnify, hold harmless and defend Client, its shareholders, directors, officers employees and agents from and against any action, claim, or damage relating to: (i) personal injury or properly damage to the extent such claims or liabilities arise out of negligent or willful acts or omissions of Columbia Ultimate and/or its employees or agents in connection with their duties and responsibilities under this agreement, (ii) Columbia Ultimate's breach of this agreement, or (iii) any alleged or actual infringement by the UltimateContacts Services of any patent, trademark, or copyright, or alleged or actual misappropriation of any trade secret.

12.3. PROCEDURE. An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that (a) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party or payment by the indemnified party without the indemnified party's prior written consent, (b) the indemnified party may at its election participate in the defense of such claim, suit or the like through separate counsel at its own expense, and (ii) the indemnified party shall provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like. Notwithstanding the foregoing, Columbia Ultimate has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to Client's indemnification pursuant to Section 11(a).

13. **OWNERSHIP OF MATERIALS AND RIGHTS.** The UltimateContacts Services are proprietary to Columbia Ultimate and are protected by intellectual property laws and international intellectual property treaties. Except for the revocable term license and right to use the UltimateContacts Services granted by Columbia Ultimate to Client in this agreement, nothing in this agreement shall convey, transfer or assign any right, title or interest in any party's Proprietary Materials (as defined below) to the other party. As such, each party retains exclusive ownership of its Proprietary Materials in existence as of the Effective Date or developed by it during the Term. For purposes of this agreement, "**Proprietary Materials**" means all patents, copyrights, design rights, trademarks, service marks, trade secrets and other worldwide intellectual property or proprietary rights owned by a party during the Term, and the software, schematics, diagrams, information, and other tangible embodiments, if any, relating thereto. All rights not granted by Columbia Ultimate herein are expressly reserved.

14. MISCELLANEOUS.

14.1. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Washington and the United States without reference to conflicts of laws. Venue for any and all actions arising out of this agreement shall be in the state and federal courts in Vancouver, Washington.

14.2. AMENDMENTS. Other than pursuant to Sections 4(b) and 4(d)(i), no amendment of this agreement will be binding unless it has been agreed to in writing by both parties.

14.3. EMAILS. Columbia Ultimate reserves the right to distribute informative emails regarding the UltimateContacts Services to Client on an ad hoc basis.

14.4. FORCE MAJEURE. Neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached this agreement for failure or delay in fulfilling or performing any term of this agreement (other than payment of money) when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, fire, floods, embargoes, war, acts of war, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.

14.5. WAIVER AND SEVERABILITY. No failure, delay in exercising or enforcing any right or

UltimateContacts Agreement

Terms and Conditions

remedy hereunder by Columbia Ultimate shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this agreement is determined to be invalid under any applicable statute or rule of law, it is only to that extent to be deemed omitted, and the balance of the agreement shall remain enforceable.

14.6. ASSIGNMENT. Client may not assign this agreement or any of its rights and obligations hereunder without the prior written consent of Columbia Ultimate. Any attempted assignment without such prior written consent shall be void.

14.7. DISPUTE RESOLUTION. Except with respect to injunctive relief, neither party will institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party. Thereafter, the parties will resolve any dispute arising out of or relating to this agreement in a binding arbitration conducted in Vancouver, Washington or Portland, Oregon under the auspices of the American Arbitration Association, the Arbitration Service of Portland or other mutually agreeable arbitration service.

14.8. ATTORNEYS' FEES. In the event of a dispute arising out of this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs at trial or on any appeal or review therefrom.

14.9. NOTICES. All notices, authorizations, and requests in connection with this agreement shall be deemed given (i) three (3) days after they are deposited with the United States Postal Service, first-class postage prepaid; or (ii) one (1) business day after they are sent by air express courier, or (iii) upon receipt if sent by facsimile or electronic mail (with receipt-confirmation of successful delivery). All notices shall be delivered to Columbia Ultimate via mail, facsimile, at its then current corporate headquarters as listed on the Columbia Ultimate website, and to Client at its most current street, facsimile and email address(es) as provided by Client to Columbia Ultimate in connection with

Client's registration process or updated information in the CU Client Portal.

14.10. ENTIRE AGREEMENT. Client agrees that this agreement, including the Schedules, comprises the entire understanding between Columbia Ultimate and Client, and supersedes any prior agreements or correspondence between Client and Columbia Ultimate and/or any postings or other notices from Columbia Ultimate with respect to the subject matter of this agreement.

14.11. CONFIDENTIAL INFORMATION. The term "Confidential Information" means all Columbia Ultimate Confidential Information and all Client Confidential Information as defined herein. The term "Columbia Ultimate Confidential Information" means UltimateContacts, the UltimateContacts Services, and any documentation relating thereto, the source code for any software and trade secrets related thereto, this agreement and all schedules and attachments hereto, and any proposals, price quotations, estimates, statements of work or other proprietary information provided by Columbia Ultimate to Client. The term "Client Confidential Information" means the identity of clients, debtor financial information contained in Client's databases and other proprietary information disclosed by Client to Columbia Ultimate. Neither Client nor Columbia Ultimate shall disclose or use the other's Confidential Information for any purpose not expressly permitted by this agreement unless such disclosure is expressly authorized in writing. The party receiving Confidential Information shall take all reasonable steps necessary to ensure the confidentiality thereof. Both parties agree that, in the event of a breach of this provision, the party whose Confidential Information is disclosed will be harmed in a manner that cannot be cured by monetary damages, and that such party shall therefore be entitled to injunctive relief without the need to prove actual damages or the unavailability of a remedy at law. The foregoing shall not apply to information in the public domain at the time it is communicated, information required to be disclosed by law or a final court order, or information disclosed to a party's employees and professional advisors with a need to know so long as such parties are informed of the confidential nature of such information.

COLUMBIA ULTIMATE® UltimateContacts Agreement

SCHEDULE A

TECHNICAL REQUIREMENTS

The current technical requirements for connecting to the UltimateContacts Services are described below. These requirements may change from time to time. In such event, Client will be notified of the changes and of the specific Required Equipment needed to continue using the UltimateContacts Services.

FIREWALL CONFIGURATION

Softphone Clients

Outbound TCP Ports 80, 443, 8843, 8880, 2200 - 2300 open to the Columbia Ultimate data center
Outbound UDP connections to Columbia Ultimate data center to ports 1024-65535
Inbound Local UDP ports on PC: 5060-5063, 8000-8007

Gateway Clients

Outbound to the Agent Workstations: TCP Ports 80, 443, 8843, 8880, 2200 - 2300 open to the Columbia Ultimate data center.
Outbound on the Gateway: UDP ports 1024 - 65535 for RTP {VoIP} traffic to the Columbia Ultimate data center.
Inbound on the Gateway: UDP ports 1024 - 65535 for RTP {VoIP} traffic from the Columbia Ultimate data center.

* Other Firewall requirements may be necessary depending on Client's network.

For network security concerns, note that Client can configure a Firewall to only allow traffic using the TCP and UDP ports above if source and/or destination is to or from any of Columbia Ultimate's data center IP address range. This information will be provided upon request.

Please contact Columbia Ultimate for additional configuration guidance if using a Firewall with the following features enabled:

VoIP and/or SIP traffic inspection and control
Strict Access Control List rules (ACL)

Note that Cisco PIX and Cisco ASA firewalls inspect SIP/VoIP traffic by default. Please configure accordingly. Contact the firewall vendor or Columbia Ultimate for further information regarding VoIP and SIP support.

LOCAL AREA NETWORK CONFIGURATION

Support for the SIP Protocol across all routers.

Double Network Address Translation {Double NAT} is not supported.

Other VoIP services and VoIP phones not connected to CU Dialer Services should be on a network segment separate from the CU Dialer Services.

Wireless local area networks are not supported for multi-user environments. Wireless may be used in a single user environment, provided that the agent station is the only wireless device in use, however voice quality may be compromised. Columbia Ultimate recommends wired connections for best results.

Columbia Ultimate does not recommend the use of wireless LAN or headset technology as they often result in degradation in call voice quality as well as other audio issues which contribute to a lower-quality Client experience.

HEADSETS FOR USE WITH SOFTPHONE STATIONS

USB headsets are highly recommended. It is possible to use analog headsets but testing shows intermittent issues related to the local PC hardware capabilities, setup, and configuration.



SCHEDULE B

USAGE RATE TERMS

Ultimate Contact Services each function differently and therefore have different usage. The following paragraphs outline the appropriate definition of usage for each Ultimate Contact Service.

***Communication Charges ("Usage"):** Local, long distance, and any related surcharges, taxes or fees shall be billed monthly and shall cover all call activity incurred by the Client since the previous Client Bill Date. Local and long-distance charges accrue on a call-by-call basis. Client is responsible for any call activity incurred through its account. Local and long distance charges are computed and billed based upon the automatic number identification (AN!) as the calling number and the Dialed Number Identification Service (DNIS) as the called number and Central Standard Time as the originating time for each call. Client's billed usage includes any and all connected calls, whether outbound or inbound, as determined by Columbia Ultimate's billing system. All connections to the Columbia Ultimate server via "PSTN" (analog telephone line) rather than VoIP (internet) are billed as an outbound call for the entire connection time, and can substantially increase the bill. All calls are billed based on carrier connection made, regardless of agent connection to the call. Reporting of detailed call records is available from several reports, in the Administrator or Supervisor portion of the Columbia Ultimate system.

***Transaction Charges ("Usage").** This applies to Ultimate Negotiator. Per payment transaction that Client processes the Prepaid Usage account will be reduced by the transaction fee as outlined in the Service Order.

Prior to activation, Client must deposit a certain amount of Prepaid Usage as shown in the applicable Service Order. The running balance of Prepaid Usage is viewable to authorized personnel in the CU Client Portal under My Account at Columbia Ultimate's on-line Client Center. As calls are made or transactions are processed, the cost of each call/transaction is deducted from the available funds amount. As the available funds reach the minimum balance level, Columbia Ultimate will make reasonable efforts to notify Client and automatically charge the replenishment amount to the credit card on file or request a wire transfer to replenish the amount available. However, Client should periodically review the Snapshot, or contact Columbia Ultimate billing to ensure that adequate Usage balance is maintained.

Notes: All rates quoted in US currency. Interstate calls are calls where the call originates and terminates in different states based upon the AN! and DNIS. Intrastate calls are calls where the call originates and terminates in the same state based upon the AN! and DNIS. Different rates may apply to interstate and intrastate calls. Rates subject to change on 30 day notice; reduction in rates may occur without notice. Calls less than 6 seconds in duration may incur a one-minute Surcharge, in addition to the rates in the Service Order. International Calls are subject to Market Rates and 30/6 billing increment. Directory Assistance: Any call (xxx)-555-xxxx is billed as Directory Assistance. Payphone: \$0.80 connection fee per call, plus prevailing call charges. All inbound calls, whether to 8XX 'toll free' numbers or area code specific DID's are subject to the rates shown. Detailed call reporting is available in Columbia Ultimate Call Log reports. Rate lookup feature is available in the CU Client Portal. **All rates shown above are for comparison to "pre-tax" rates quoted by telephone providers. Actual billing rates in Call Log data and invoicing include a surcharge relating to the cost of applicable taxes, tariffs, and other carrier fees.**


COLUMBIA ULTIMATE®
UltimateContacts Agreement

SUPPORT SERVICES AGREEMENT

This UltimateContacts Support Services Agreement is referenced in and incorporated into the attached Columbia Ultimate Client License Agreement. Upon reasonable notice, Columbia Ultimate reserves the right to modify the terms of the Support Services Agreement to reflect cu1Tent market conditions. Updates will be posted for acknowledgement in the CU Client Portal.

Section 1. Coverage, Availability, Scheduled Maintenance and Client's Right to Terminate

For so long as Client is not in breach of its obligations under this agreement, Columbia Ultimate will provide Support Services for subscribers to Columbia Ultimate's UltimateContacts Services as part of the UltimateContacts license fee. Client shall designate up to three (3) of its employees as designated support contacts ("**Named Contacts**") who will be responsible to report problems or issues to Columbia Ultimate Support. Columbia Ultimate will classify and respond to these issues in accordance with the terms and procedures defined in Section 4 of this Schedule C.

Support Availability. Columbia Ultimate Technical Support will be available to accept and respond to problem calls from Clients from SAM - 5PM Pacific Time, Monday - Friday. All other hours support is available for an additional fee. In some instances, Client may not immediately reach a Columbia Ultimate Technical specialist; in that event Client may open a case either by leaving a voicemail on the support hotline or via the internet using the Columbia Ultimate's on-line Client Center.

Columbia Ultimate regularly publishes its scheduled periodic maintenance windows and agrees to notify Client sufficiently in advance of any planned downtime. Other than scheduled downtime, Columbia Ultimate shall promptly notify Client in the event UltimateContacts becomes inaccessible and shall commercially-reasonable efforts to resume performance of UltimateContacts as soon as practicable. Scheduled downtime shall not be more than 1 hour each per week, twice a week, for major system configurations changes, upgrades or normal maintenance and shall occur between the hours of 12am and 6am Pacific Time.

Section 2. Named Contacts

Because experience has shown that the best way to provide focused and consistent Client support is to build close working relationships with Client's internal support staff, Columbia Ultimate will ask Client to designate the Named Contacts. These individuals will undergo Columbia Ultimate's product training courses and will be responsible for handling the UltimateContacts product suite.

Named Contacts are the only Columbia Ultimate users who are authorized to log problems or make support inquiries directly to Columbia Ultimate. Named Contacts are the primary technical interface between Client and the Columbia Ultimate Support Centers. All inquiries from non-qualified contacts will be referred back to their internal Named Contact. Changes in Named Contacts can be made at any time by contacting one of Columbia Ultimate's Client Support Centers.

To speed the routing of a request, Columbia Ultimate uses case tracking tools, giving it real-time access to Client's account details and previous case history.

Section 3. Technical Support

Support questions from Client's end users shall first be directed to Client's Named Contacts. If the Named Contacts are unable to resolve the problem, they may contact Columbia Ultimate Client Support directly.

Each problem will be assigned a priority depending upon the nature of the problem (see definitions below). Columbia Ultimate Client Support will work with the Named Contacts to isolate, identify, reproduce and resolve reported problems. The Columbia Ultimate Client Support team will work internally to drive the development of a workaround or fix if one is required. When a solution or workaround is identified, Columbia Ultimate Client Support will work directly with the Named Contact to communicate the resolution.

Section 4. Priority Definitions and Response Times


SCHEDULE C
SUPPORT SERVICES AGREEMENT

Priority	Definition	Response/ Expected Resolution times
Critical	Production system is down. Components critical to system performance are unavailable.	20 min /24 hours
High	Critical components of production have outages/failures for which there is no workaround. Affects a substantial number of users.	30 min/48 hours
Moderate	Problem with a major feature but the majority of functions are usable. Some workaround or circumvention may be required.	45 min/7 days
Inconvenient	Problem with a minor feature, enhancement request, or other issue that does not significantly affect application performance.	90 min/20 days

Section 5. Exclusions

Columbia Ultimate shall have no obligation to support:

- a. Errors caused by Client's negligence or willful misconduct, hardware malfunction, or other causes beyond the reasonable control of Columbia Ultimate;
- b. Software installed in a hardware or operating environment not supported by Columbia Ultimate;
- c. Third party software not licensed through Columbia Ultimate; or
- d. Client's internal network or Client's ISP provider issues.



COLUMBIA ULTIMATE®

**UltimateContacts
SERVICE ORDER**

This Service Order is incorporated as a supplement into the ULTIMATECONTACTS AGREEMENT and those terms and conditions apply.

<p>Description</p> <p>UltimateContacts hosted dialer/ IVR Setup and configuration Real-Time mv.Net licensing Custom IVR development</p> <p>Call recordings with 30 day online storage</p> <p>VoIP PBX with Voice Mail, Multi-line calling, Advanced Call Routing, Auto Scheduling of campaigns, Call Forwarding, IVR/Auto Attendant, Voice Mail for all extensions, Call Monitoring, Caller ID by Campaign or by Extension, Conference Bridge, Remote Access and Administration.</p> <p>Initially this will only be used as an IVR. Additional fees may apply if the County wants to also use as a Dialer.</p> <p>Custom Training-4 Hours (Online)</p>	<p>\$2,000 \$500 \$160/hour</p> <p>Included</p> <p>Included</p> <p>\$640.00</p>
<p>One time setup fees</p>	<p>\$3,140.00</p>
<p>UltimateContacts monthly transaction charges Per minute rate is for external connections only and billed in 6 second increments.</p> <p>< 500,000 minutes 500,001 - 750,000 minutes 750,001 - 1,000,000 minutes > 1,000,001 minutes</p> <p>Monthly minimum billing amount is \$500 (10,000 minutes) Minimum billing may increase if County also wants to use as a Dialer.</p> <p>All fees are paid in advance through the UltimateContacts billing portal. All training is remote through Go-to-Meeting. System support is included. Dialer agent connection is included. Agent's will need a softphone & USB headset to use the dialer</p>	<p>\$.05/min \$.044/min \$.039/min \$.032/min</p>
<p>Monthly Minimum amount</p>	<p>\$500</p>

County of Monterey
 Authorized Signature

COLUMBIA ULTIMATE Business Systems, LLC
 Authorized Signature

BY: _____
 Print Name: _____
 Title: _____
 Date: _____

BY:  _____
 Print Name: Mike Melka
 Title: CEO
 Date: 3/28/2025

ULTIMATECONTACTS SERVICE ORDER