

## **AGREEMENT FOR LICENSED SOFTWARE, SERVICES, AND MAINTENANCE**

This Agreement for Licensed Software, Services, and Maintenance (“Agreement”) is made by and between Humboldt County, State of California (“Client”), and Provista Software Corporation (“Contractor”). Contractor agrees to provide its software and related services known as the ViBE Election Management System (“ViBE”). As further described in the Schedules attached to this Agreement, Contractor will implement ViBE with all modules, configurations, and capabilities required to meet Client’s operational and functional requirements as defined in the System Feature List (Appendix B-1).

The Parties may execute a separate County Addendum to address County-specific statutory or policy compliance requirements. Any such County Addendum shall be incorporated into this Agreement solely for purposes of those additional compliance requirements.

### **I. DOCUMENTS INCORPORATED BY REFERENCE**

- A. The following documents are expressly incorporated into this Agreement by this reference:
  - 1. Schedule A: Pricing and Fees (Provided Separately)
  - 2. Schedule B: Scope of Work and Project Plan
  - 3. Schedule C: Software License, Hosting, Support and Service Level Agreement
  
- B. In the event of any conflict or inconsistency among the documents comprising this Agreement, the following order of precedence shall apply:
  - 1. The County Addendum, but solely with respect to the County-specific statutory or policy compliance requirements expressly stated therein.
  - 2. The Agreement
  - 3. “Schedule A – Pricing and Fees”
  - 4. “Schedule B – Scope of Work and Project Plan”
  - 5. “Schedule C – Software License, Hosting, Support, and Service Level Agreement”
  - 6. “All Appendices and Exhibits to any Schedule”
  - 7. “Any other documents incorporated by reference”

No terms contained in any Client purchase order, procurement form, vendor portal terms, click-through agreement, or similar document shall modify or supplement this Agreement unless expressly agreed to in a mutually executed written amendment.

## II. DEFINED TERMS

For purposes of this Agreement, the following defined terms shall have the meanings specified below:

- A. **"Acceptance"** shall mean and refer to the point at which the Software or a Deliverable is deemed accepted by Client, which occurs when: (a) Client provides written confirmation of compliance with the Acceptance Criteria; (b) the Test Period expires without written notice of material nonconformity; or (c) Client uses the Software or Deliverable in a production environment for at least thirty (30) consecutive days.  
All Acceptance of Professional Services, Deliverables, configurations, integrations, data migration work, project milestones, and other project outputs shall be conducted in accordance with the acceptance processes, Deliverables, test requirements, timelines, and Acceptance Criteria defined in Schedule B (Scope of Work and Project Plan).
- B. **"Acceptance Certificate"** shall mean and refer to a certificate executed by Client confirming Acceptance of a phase, milestone, or Deliverable.
- C. **"Acceptance Plan"** shall mean and refer to the portion of the Implementation Plan defining the tests, methods, conditions, and Acceptance Criteria required for Acceptance.
- D. **"Agreement"** shall mean and refer to this Agreement For Licensed Software, Services, and Maintenance, including all Schedules, Exhibits, Appendices, and any duly executed amendments.
- E. **"Authorized Representative"** shall mean and refer to individuals designated by Client to approve Deliverables, submit issues, authorize user accounts, and serve as the primary interface with Contractor.
- F. **"Compliance Update"** shall mean and refer to a modification to the Software required to reflect mandatory federal, state, or local legal or regulatory changes applicable to the Software's supported functionality.
- G. **"Computer System"** shall mean and refer to Client-owned or Client-managed hardware, operating systems, networks, or related components used to access or operate the Software, excluding Hosting Servers.
- H. **"Confidential Information"** shall mean and refer to non-public information disclosed by one Party to the other, including business, financial, technical, security, operational, personnel, transactional, and Software-related information, as well as non-public personal information under applicable law. Confidential Information excludes information the Receiving Party can demonstrate: (a) was already known without confidentiality obligations; (b) became public through no wrongful act; (c) was independently developed without use of the disclosing Party's information; or (d) was lawfully received from a third party without confidentiality obligations. Information is not excluded merely because it is included within more general public information.

- I. **"Copyrights"** shall mean and refer to all rights in copyrightable works, including registrations, applications, renewals, and associated rights.
- J. **"Customization"** shall mean and refer to a Contractor-developed modification, extension, or configuration created at Client's request. Customizations may be incorporated by Contractor into subsequent Enhancements.
- K. **"Data"** shall mean and refer to all information submitted, entered, transmitted, generated, or stored in or through the Software by or for Client, including user data, operational data, records, and configurations.
- L. **"Data Conversion Plan"** shall mean and refer to the plan detailing activities, roles, timelines, and procedures for converting Client Data into the Software environment.
- M. **"Database Software"** shall mean and refer to the relational database management system required to operate the Hosted Software (e.g., Microsoft SQL Server or equivalent).
- N. **"Defective Work"** shall mean and refer to work that materially fails to conform to the Acceptance Criteria, Statement of Work, or Documentation.
- O. **"Deliverables"** shall mean and refer to materials, documents, configurations, integrations, software components, or other outputs that Contractor is required to deliver under this Agreement.
- P. **"Derivatives"** shall mean and refer to enhancements, adaptations, modifications, improvements, or extensions to Intellectual Property.
- Q. **"Documentation"** shall mean and refer to user guides, manuals, reference materials, and technical documentation provided by Contractor relating to the Software.
- R. **"End User"** shall mean and refer to an individual authorized by Client to access and use the Software.
- S. **"Enhancement"** shall mean and refer to a modification or addition to the Software that improves performance or functionality, excluding New Products.
- T. **"Error"** shall mean and refer to a material failure of the Software to perform in accordance with the Specifications or Documentation.
- U. **"Error Correction"** shall mean and refer to a fix, patch, or workaround provided by Contractor to address an Error.

- V. **"Explanatory Documentation"** shall mean and refer to documentation stored in escrow (if applicable) describing the Software components and instructions necessary to compile, deploy, and operate the Software.
- W. **"Final Acceptance Certificate"** shall mean and refer to written confirmation by Client that all required Programs, Deliverables, and services have been successfully completed and accepted.
- X. **"Hardware"** shall mean and refer to Client-owned physical equipment used to access or operate the Software, excluding the Software itself and Third-Party Software.
- Y. **"Hosted Software"** shall mean and refer to the operational version of the Software made accessible to Client via the internet, hosted by Contractor or its hosting provider.
- Z. **"Hosting Servers"** shall mean and refer to servers controlled by Contractor or its hosting provider on which the Hosted Software resides.
- AA. **"Hosting Services Agreement"** shall mean and refer to the agreement between Contractor and its hosting provider governing the hosting environment for the Hosted Software.
- BB. **"Implementation Plan"** shall mean and refer to the project plan identifying tasks, deliverables, milestones, roles, testing requirements, and timelines for implementation.
- CC. **"Intellectual Property"** shall mean and refer to all copyrights, trademarks, service marks, patents, trade secrets, Derivatives, Documentation, Technical Information, and related proprietary rights.
- DD. **"Licensed Software"** shall mean and refer to the Software and all related modules, updates, patches, enhancements, Documentation, and configuration materials provided under this Agreement.
- EE. **"Maintenance Release / Update / Upgrade"** shall mean and refer to releases or revisions to the Software made available as part of Support Services, excluding New Products.
- FF. **"New Product"** shall mean and refer to software or functionality offered separately from the Licensed Software for an additional fee.
- GG. **"Notice of Completion"** shall mean and refer to written notice from Contractor that installation, configuration, or implementation activities are complete and the Software is ready for Acceptance testing.
- HH. **"Object Code"** shall mean and refer to the machine-readable, compiled form of the Software.
- II. **"Party" or "Parties"** shall mean and refer to Contractor and Client, individually or collectively.

- JJ. **"Patents"** shall mean and refer to all patentable material, registrations, applications, continuations, renewals, and associated rights.
- KK. **"Professional Services"** shall mean and refer to implementation, configuration, customization, training, conversion, consulting, project management, or other services provided by Contractor under this Agreement.
- LL. **"Programs"** shall mean and refer to the integrated Software and approved Third-Party Software components delivered by Contractor.
- MM. **"Project Management" or "Project Management Plan"** shall mean and refer to the processes, practices, tools, schedules, and supporting documentation used by Contractor to guide the implementation.
- NN. **"Release" or "Version"** shall mean and refer to a major or minor iteration of the Software identified by Contractor's versioning system.
- OO. **"Seat" or "Site"** shall mean and refer to the authorized number of user devices ("Seats") or physical locations ("Sites") licensed under this Agreement.
- PP. **"Software"** shall mean and refer to the ViBE Election Management System, including all modules, code, updates, enhancements, and related components, excluding Third-Party Software.
- QQ. **"Software Acceptance Date"** shall mean and refer to the date on which Client issues a Final Acceptance Certificate or Acceptance is otherwise achieved under this Agreement.
- RR. **"Specifications"** shall mean and refer to the functional, performance, and operational requirements documented by Contractor for the Software.
- SS. **"Subsequent Release"** shall mean and refer to a release designated by Contractor as the successor to the Licensed Software.
- TT. **"Support Services"** shall mean and refer to maintenance, technical support, updates, and related services provided under Schedule C.
- UU. **"System"** shall mean and refer to the Software, Hosting Servers, integrations, and supporting technology necessary to meet the Specifications.
- VV. **"System Cutover"** shall mean and refer to the date on which Client begins production use of the Software and transitions from legacy systems.
- WW. **"Test Period"** shall mean and refer to the thirty (30) day period following Notice of Completion (or another mutually agreed period) during which Acceptance testing occurs.

- XX. **"Third-Party Software"** shall mean and refer to software provided by third-party licensors that is required for operation of the Software.
- YY. **"Trademarks"** shall mean and refer to all trademarks, service marks, logos, names, branding, and associated rights.
- ZZ. **"Users"** shall mean and refer to individuals authorized by Client's Authorized Representatives to access the Software.
- AAA. **"Warranty Period"** shall mean and refer to the period defined in the Warranties section during which Contractor provides Error Corrections without additional charge.
- BBB. **"Work" or "Project"** shall mean and refer to all activities, materials, labor, Deliverables, and services required to implement and support the Software under this Agreement.

### III. CONTRACTOR RELATIONSHIP

#### A. Scope of Services

Client wishes to retain Contractor to perform services for Client as described in detail in "Schedule B: Scope of Work and Project Plan" attached hereto and expressly integrated herein.

Client may desire to have Contractor perform work or render service outside the scope of that which is expressly described and delineated in the attached Scope of Work ("Extra Work"). Extra Work will be considered supplemental to this Agreement. Any performance of Extra Work shall be subject to an additional hourly rate, plus materials costs, to be agreed upon by the Parties before Extra Work is performed. Contractor shall not perform any Extra Work without the prior consent of Client, which must be in writing, and may be provided via email. The writing must describe the Extra Work to be performed, and the cost of the Extra Work.

#### B. Payment Obligations

Client's payment obligations are set forth in Schedule A: Pricing and Fees, attached hereto and expressly integrated herein.

#### C. Standard of Performance

1. Contractor represents and warrants that it possesses the professional skills, qualifications, expertise, personnel, and any licenses or permits necessary to perform the services required under this Agreement. Contractor shall perform all services in a timely, competent, diligent, and professional manner consistent with the standards of care, skill, and diligence ordinarily exercised by qualified professionals providing similar services under similar conditions.

2. All deliverables, work products, and services provided by Contractor shall be prepared and performed in a first-class, workmanlike manner consistent with industry best practices and the requirements of this Agreement. Contractor shall obtain and maintain, at its own expense and without additional compensation, any permits, licenses, or approvals required to perform the services.
3. When present at Client's facilities, Contractor's personnel shall comply with Client's policies and procedures regarding safety, security, confidentiality, and professional conduct, including but not limited to any applicable information security or data handling requirements communicated by Client.

D. Independent Contractor

1. In performing the services under this Agreement, Contractor and its employees, agents, and subcontractors shall act solely in the capacity of an independent contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship, a partnership, a joint venture, or any other relationship of agency between Contractor and Client.
2. Contractor's personnel are not entitled to any of Client's benefits, including but not limited to wages, salary, overtime, retirement benefits, workers' compensation benefits, leave benefits, or any other employment-related benefits. Contractor is solely responsible for all compensation, benefits, insurance, taxes, and payroll obligations for its employees, agents, and subcontractors.
3. Contractor shall have exclusive control over the means, methods, techniques, sequences, and procedures of the work performed, subject only to the requirements explicitly set forth in this Agreement. Neither Contractor nor its personnel shall have authority to bind Client to any obligation except as expressly authorized in writing by Client.

#### IV. RISK ALLOCATION

A. Indemnification

1. General Indemnification
  - a. Contractor shall defend, indemnify, and hold harmless Client, its officers, officials, employees, agents, and volunteers from and against any and all third-party claims, demands, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to the performance of this Agreement by Contractor, except to the extent such liabilities arise from the negligence or willful misconduct of Client. Contractor's obligations under this Section are conditioned upon Client (a) providing Contractor with prompt written notice of any claim; (b) granting Contractor the exclusive right to control the defense and settlement of the claim; and (c) reasonably cooperating with Contractor in the defense.

- b. Except as expressly provided in this Section IV(A), Contractor shall have no obligation to indemnify Client for claims arising from alleged errors, defects, interruptions, or failures of the Software or Services, which shall instead be governed exclusively by the warranties, remedies, and limitations of liability set forth in this Agreement.
  - c. Contractor shall not settle any claim in a manner that imposes obligations on Client without Client's prior written consent, which shall not be unreasonably withheld.
2. Intellectual Property Indemnification
- a. Contractor warrants that the Software, when used as permitted under this Agreement, does not knowingly infringe the intellectual property rights of any third party.
  - b. Contractor shall defend and indemnify Client from any third-party claim alleging that the Software infringes such intellectual property rights, provided that Client:
    - i. Gives Contractor prompt notice of the claim, in writing, in accordance with the Notice provisions of this Agreement;
    - ii. Permits Contractor to assume primary control of the defense and settlement of the claim, subject to Client's right to participate in the defense at its own expense; and
    - iii. Reasonably cooperates with Contractor in the defense.
  - c. Contractor's indemnity does not apply to claims arising from (a) modifications not made by Contractor, (b) use with items not supplied or approved by Contractor, (c) use in violation of this Agreement, or (d) Client Data or materials provided by Client.
  - d. If the Software becomes the subject of an infringement claim, Contractor may (1) obtain rights for Client to continue using it, (2) replace it, or (3) modify it so it becomes non-infringing. If none of these is commercially feasible, Contractor may terminate the license to the affected portion and refund the unused, prepaid fees attributable to that portion for the remainder of the Term.
  - e. The remedies in this Section are Client's exclusive monetary remedies for third-party intellectual property infringement claims relating to the Software.

B. Limitations on Liability

1. Cap on Direct Damages
- Except as expressly provided in Section IV(B)(2), Contractor's total aggregate liability for all claims, damages, losses, costs, or expenses arising out of or related to this Agreement, including claims arising in contract, tort, statute, or otherwise, and including indemnification obligations, shall not exceed the total fees paid by Client to Contractor under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.
2. Exceptions to the Liability Cap
- The limitations in Section IV(B)(1) shall not apply to:
- a. Claims arising from Contractor's gross negligence or willful misconduct; or
  - b. Contractor's infringement of third-party intellectual property rights under the Intellectual Property Indemnification subsection of the Indemnification section, Section IV(A)(2).

3. Exclusion of Certain Damages

To the maximum extent permitted by law, neither Party shall be liable to the other, nor shall Contractor be liable under any indemnification obligation, for any incidental, consequential, special, or indirect damages, including but not limited to loss of profits, loss of revenue, loss of business opportunity, business interruption, reputational harm, or loss of data, regardless of the theory of liability, even if advised of the possibility of such damages.

4. Multiple Claims

Multiple or successive claims shall not expand the limitations stated in this Section. The liability cap is a single, aggregate limit for all claims.

C. Insurance

During the Term of this Agreement, Contractor shall maintain the following insurance coverages at its own expense:

1. Commercial General Liability (CGL) insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming Client as an additional insured on a primary and non-contributory basis.
2. Automobile Liability insurance covering owned, hired, and non-owned vehicles with limits of not less than \$1,000,000 per accident, naming Client as an additional insured.
3. Workers' Compensation insurance as required by applicable law and Employers' Liability insurance with limits of not less than \$1,000,000.
4. Technology Errors and Omissions (Professional Liability) insurance with limits of not less than \$1,000,000 per claim.
5. Cyber Liability insurance covering data breach, privacy liability, network security liability, and incident response costs with limits of not less than \$2,000,000 per claim.
  - a. Contractor shall provide Client with written notice of any cancellation, non-renewal, or material change in the required insurance coverage within five (5) business days after Contractor receives such notice from its insurer. Nothing in this Agreement shall be construed to require any insurer to provide notice directly to Client.
  - b. Contractor shall use commercially reasonable efforts to obtain policy endorsements providing notice of cancellation to Contractor; however, Contractor remains solely responsible for providing notice to Client as required under this Section.
  - c. All insurance policies shall be issued by insurers rated B+ or better by AM Best. Certificates of insurance and required endorsements shall be provided to Client upon request.

## D. Warranty

### 1. Software Warranty

- a. Contractor warrants that, during the Term, the Software will operate in all material respects in accordance with the Documentation. If the Software fails to conform to this warranty, Contractor shall, at its sole cost and as Client's exclusive remedy: (a) use commercially reasonable efforts to correct the nonconformity, or (b) provide a workaround that materially restores the intended functionality.
- b. This warranty applies only to the unmodified Software and does not apply to issues caused by: (a) misuse or unauthorized operation by Client, (b) third-party systems, networks, or integrations not provided or approved by Contractor, (c) modifications made by anyone other than Contractor, or (d) failure to follow the Documentation or Contractor's written instructions.

### 2. Professional Services Warranty

Contractor warrants that any professional services performed under this Agreement will be provided in a professional and workmanlike manner consistent with generally accepted industry standards. Client must notify Contractor of any nonconforming services within thirty (30) days of performance. Contractor's sole obligation and Client's exclusive remedy shall be to re-perform the nonconforming services. If re-performance is not commercially practicable, Contractor may refund the fees paid for the defective portion of the services.

### 3. Malware Warranty

Contractor warrants that the Software, when delivered, will not contain any intentionally malicious code designed to damage or disrupt Client systems or data. Contractor does not warrant that the Software is immune from all security vulnerabilities or threats but agrees to promptly address any verified malicious code introduced by the Software.

### 4. Compliance Updates

Contractor will use commercially reasonable efforts to provide routine updates to the Software necessary to maintain compliance with laws that directly relate to the Software's supported functionality. If compliance requires material changes, new development, or significant configuration outside of routine updates, the Parties shall meet in good faith to discuss scope, timelines, and applicable fees.

### 5. Disclaimer of Additional Warranties

- a. Except as expressly stated in this Agreement, the Software, Hosting Services, and Professional Services are provided "AS IS" and "AS AVAILABLE." To the maximum extent permitted by law, Contractor disclaims all other warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, non-infringement (except as provided in the IP Indemnification section), and uninterrupted or error-free operation.
- b. Contractor does not warrant that all defects or errors can be corrected, that the Software will operate without interruption, or that Client Data will never be lost or corrupted.

6. Exclusive Remedies

The remedies set forth in this Agreement constitute Client’s sole and exclusive remedies for any claims relating to Software functionality, service performance, errors or defects, or nonconformance with Documentation.

7. Relationship to Service Levels

- a. The warranties in this Warranties Section relate solely to the functional operation of the Software and the quality of Professional Services. All uptime commitments, response times, support obligations, service levels, incident handling, and availability targets applicable to the Hosted Software are governed exclusively by Schedule C (Software License, Hosting, Support, and Service Level Agreement).
- b. No warranty in this Agreement shall be interpreted or construed to expand, modify, supplement, or replace the service levels, remedies, or obligations set forth in Schedule C. In the event of any conflict between this Section and Schedule C with respect to service levels or operational performance, Schedule C shall control.

**V. DATA, INTELLECTUAL PROPERTY, AND CONFIDENTIALITY**

A. Ownership of Data

1. Client Data

Client shall own all right, title, and interest in and to all data, records, information, and content provided by Client to Contractor or collected, generated, or processed on behalf of Client through the performance of the Services (“Client Data”). Client hereby grants Contractor a non-exclusive, royalty-free, worldwide license to access, host, store, copy, process, transmit, modify, and otherwise use Client Data solely as necessary to perform Contractor’s obligations under this Agreement, including providing the Software, Hosted Software, Services, maintenance, support, backups, security, and compliance obligations. Contractor acquires no other rights in Client Data.

2. Ownership of Deliverables

- a. As between the parties, Client shall own all right, title, and interest in and to Deliverables that are uniquely created for Client and that do not incorporate Contractor Intellectual Property, upon payment in full of all amounts due for such Deliverables.
- b. Contractor shall retain all right, title, and interest in and to (i) any general-purpose software, tools, methodologies, configurations, enhancements, modifications, improvements, or derivative works created in the course of performing the Services, and (ii) all Intellectual Property that is not uniquely specific to Client (“Contractor Developments”).
- c. To the extent any Contractor Developments are included in or necessary to use the Deliverables, Contractor grants Client a perpetual, royalty-free, non-exclusive license to use such Contractor Developments solely for Client’s internal governmental operations.

3. Ownership of Software

Contractor shall retain all right, title, and interest in and to the Software, Hosted Software, platform configurations, tools, processes, algorithms, templates, and all other Intellectual Property created, used, or provided by Contractor in connection with this Agreement, except as expressly licensed to Client in this Agreement. For the avoidance of doubt, enhancements, modifications, or derivative works of the Software created in the course of the Services constitute Contractor Intellectual Property, unless expressly designated as Client-owned Deliverables under Section III(H)(2).

4. Use of Client Data

Contractor shall not access, use, or disclose Client Data except as necessary to perform the Services or as required by law. Contractor shall not use Client Data for marketing, analytics, product development, or for training any machine learning or artificial intelligence systems without Client’s prior written consent.

5. No Transfer of Intellectual Property

Except as expressly provided in this Section H, nothing in this Agreement shall be construed as transferring or assigning ownership of either Party’s Intellectual Property to the other, and all rights not expressly granted are reserved.

B. Assignment and Subcontracting

1. Assignment by Contractor

- a. Contractor may not assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of Client, such consent not to be unreasonably withheld, conditioned, or delayed.
- b. Notwithstanding the foregoing, Contractor may assign this Agreement without Client consent to: an affiliate controlled by or under common control with Contractor; a successor entity in the event of a merger, acquisition, corporate reorganization, or sale of substantially all assets; or any entity acquiring control of Contractor.
- c. Contractor shall provide Client with written notice of any permitted assignment.

2. Subcontracting

- a. Contractor may subcontract portions of the work to qualified subcontractors. Contractor shall remain fully responsible for: the performance of all subcontracted services, ensuring subcontractor compliance with applicable provisions of this Agreement, and managing subcontractor confidentiality and data handling obligations.
- b. Client’s prior written consent is not required for subcontractors unless a subcontractor will have access to Client Data, in which case Contractor shall notify Client in advance.

3. Client Assignment

Client may assign this Agreement to: an affiliated governmental entity, a successor governmental body, or another entity that assumes responsibility for the functions related to this

Agreement, provided that such assignee agrees in writing to be bound by the terms of this Agreement.

4. No Prohibited Assignments
  - a. Any attempted assignment in violation of this section is void.
  - b. Neither Party may assign this Agreement to any entity that is a direct competitor of the other Party without prior written consent.
5. No Third-Party Beneficiaries
 

Nothing in this Agreement shall be construed to create any rights in or benefits for any third party, including subcontractors, vendors, or service providers, unless expressly stated.

C. Confidentiality

1. Definition of Confidential Information
  - a. “Confidential Information” means any non-public information disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) in any form, including business, financial, technical, operational, security, personnel, system, and process information; Client Data; and Contractor’s Software, Documentation, technology, and Intellectual Property.
  - b. Confidential Information does not include information that the Receiving Party can demonstrate through written records: (a) was already known to the Receiving Party without breach of any obligation; (b) becomes publicly available through no wrongful act of the Receiving Party; (c) was independently developed without use of or reference to the Disclosing Party’s Confidential Information; or (d) was lawfully received from a third party without confidentiality obligations.
2. Confidentiality Obligations
 

Each Party shall: (a) use the Disclosing Party’s Confidential Information solely as necessary to perform its obligations under this Agreement; (b) not disclose Confidential Information to any third party except as permitted herein; (c) protect Confidential Information using commercially reasonable administrative, technical, and physical safeguards consistent with industry standards; and (d) restrict access to individuals with a legitimate need to know and who are bound by confidentiality obligations no less protective than those in this Agreement.
3. Required Disclosures; CPRA Compliance
  - a. If the Receiving Party is required by law, court order, governmental authority, or the California Public Records Act (“CPRA”) to disclose Confidential Information, it may do so provided that it: (a) gives the Disclosing Party prompt written notice of the request to the extent permitted by law; and (b) cooperates with the Disclosing Party, at the Disclosing Party’s expense, in seeking protective treatment of the information.
  - b. Client shall comply with the CPRA. If Client receives a CPRA request seeking Contractor-designated Confidential Information, Client shall provide Contractor with reasonable notice so that Contractor may take steps to protect its interests. Nothing in this Agreement shall prevent Client from complying with its legal obligations under the CPRA.

4. Data Security Practices
  - a. Contractor shall implement commercially reasonable security measures to safeguard Client Data against unauthorized access, disclosure, or alteration, including: (a) access controls; (b) encryption of Client Data in transit; (c) regular application of security patches; and (d) monitoring and logging of system activity.
  - b. Contractor does not represent that its systems are immune from all security incidents but agrees to act promptly and responsibly in accordance with the Data Security Incident provisions of this Agreement.
  - c. Contractor's security program shall be designed in alignment with generally accepted industry standards for cloud-hosted systems, including principles derived from frameworks such as NIST SP 800-53 Moderate, the NIST Cybersecurity Framework, and the CIS Critical Security Controls, as appropriate for a multi-tenant SaaS environment. Contractor is not required to obtain or maintain formal certification under these frameworks; however, Contractor shall maintain a security program that reflects the intent and core principles of these industry standards. Contractor may update its security practices as industry standards evolve, provided such updates do not materially reduce the overall level of security provided to Client.
  
5. Restrictions on Use of Contractor Technology
 

Client shall not, and shall not permit any third party to: (a) reverse engineer, decompile, or disassemble the Software; (b) access the Software for the purpose of developing a competing product or service; (c) bypass or attempt to bypass security controls or technical protections; or (d) use the Software in any manner not expressly permitted by this Agreement.
  
6. Return or Destruction of Confidential Information
 

Upon written request or upon termination of this Agreement, each Party shall return or securely destroy the other Party's Confidential Information; provided that a Party may retain copies in standard system backups or archives, which shall continue to be protected under this Agreement until destroyed in accordance with normal retention schedules.
  
7. Survival
 

The confidentiality obligations in this Section shall survive termination of this Agreement for three (3) years, except that (a) each Party's obligations with respect to trade secrets and (b) Contractor's obligations with respect to Client Data shall survive for so long as such information remains confidential under applicable law. The restrictions on use of Contractor's Intellectual Property and Software shall survive for the duration of any period in which Client retains or has access to such materials.

D. Data Location

1. Data Residency
 

Contractor shall store, process, and maintain all Client Data exclusively within secure data centers physically located in the United States. All backups, disaster recovery environments, and replicated copies of Client Data shall also reside entirely within the United States.

2. Remote Access Restrictions  
Contractor shall not permit any access to Client Data from outside the United States, whether by Contractor personnel, subcontractors, or third parties, without Client's prior written consent. Contractor shall implement appropriate technical and administrative controls to enforce this requirement.
3. Subcontractors and Third-Party Services  
Any subcontractor or third-party service provider used by Contractor in the storage, processing, or transmission of Client Data must comply with the same U.S.-only data residency and access requirements set forth in this Agreement. Contractor shall remain fully responsible for the acts and omissions of its subcontractors.
4. Data Transmission  
Contractor shall ensure that Client Data is not transmitted, routed, cached, or replicated through servers or network infrastructure located outside the United States, except as expressly approved in writing by Client.
5. Notification of Changes  
Contractor shall provide Client with at least thirty (30) days' prior written notice before making any material change to the geographic location of Client Data or the facilities where Client Data is stored or processed. Any such change shall require Client's prior written approval.
6. Exceptions and Clarifications
  - a. System Metadata. For clarity, anonymized system metadata, telemetry, diagnostic information, and operational logs that do not contain Client Data are not subject to the data residency requirements of this Section.
  - b. CDN Routing. Non-persistent routing or caching performed by a global content delivery network ("CDN") that does not store, retain, or persist Client Data shall not be deemed a violation of this Section.
  - c. Limited Audit Obligations. Client's verification of Contractor's compliance with this Section shall be limited to reviewing Contractor's written documentation and certifications. Nothing in this Agreement shall require Contractor to disclose proprietary infrastructure diagrams, cloud provider configurations, or other Contractor Intellectual Property.

E. Restrictions on Data Use

1. Contractor shall not use Client Data to train, develop, or improve any artificial intelligence or machine-learning models without Client's prior written consent.
2. Contractor shall not disclose Client Data to any third-party AI or machine-learning service, including generative AI systems, without Client's prior written consent.
3. Contractor may use standard system-level automation, analytics, and security monitoring technologies within the Hosted Software environment, provided such tools do not use Client Data outside the scope of this Agreement.
4. Contractor may use anonymized, aggregated data derived from the operation of the Hosted Software that does not identify Client, any individual, or any specific Client Data, for purposes

of analytics, service improvement, capacity planning, and product development. Contractor shall ensure that such anonymized data cannot be re-identified and contains no Client Data.

## **VI. OPERATIONAL RESPONSIBILITIES AND COMPLIANCE**

### **A. Nondiscrimination and Compliance with Laws**

#### **1. Nondiscrimination**

Contractor shall comply with all applicable federal, state, and local laws prohibiting discrimination or harassment in employment or service delivery, including laws protecting individuals on the basis of race, color, national origin, religion, sex, gender identity or expression, sexual orientation, age, disability, veteran status, or any other classification protected by applicable law. Contractor shall not discriminate in the employment of personnel or in the provision of services under this Agreement.

#### **2. Compliance With Applicable Laws**

Contractor shall comply with all federal, state, and local laws and regulations that are generally applicable to Contractor as a software-as-a-service provider and that relate to (a) performance of its obligations under this Agreement, (b) data protection and privacy requirements to the extent applicable to Contractor's role, (c) workplace safety, and (d) Contractor's own employment and tax obligations. Contractor is not responsible for ensuring Client's compliance with laws applicable to Client's governmental operations, election procedures, or regulatory duties.

#### **3. Licenses and Permits**

Contractor shall obtain and maintain any business licenses or permits legally required for Contractor to provide the services under this Agreement. Contractor shall not be responsible for obtaining licenses or permits that relate solely to Client's internal operations or regulatory responsibilities.

#### **4. Taxes**

Contractor shall be solely responsible for all taxes based on Contractor's income, business operations, and employment obligations. Client shall be responsible for any taxes applicable to Client's use of the Software or Services, unless an exemption applies.

#### **5. Reporting**

Contractor shall file any reports required by laws governing Contractor's own business activities. Contractor shall not be responsible for generating or submitting reports that are legally required to be filed by Client unless such services are expressly included in the Scope of Services and agreed to in writing.

#### **6. No Expanded Liability**

Nothing in this Section shall be interpreted to impose obligations on Contractor beyond those applicable to similarly situated software-as-a-service providers or to expand Contractor's liability or legal responsibilities beyond what is expressly stated in this Agreement.

7. Conflict of Interest

- a. Contractor represents that, to the best of its knowledge, no conflict of interest exists that would materially impair Contractor’s ability to perform its obligations under this Agreement in an impartial and objective manner.
- b. Contractor shall avoid engaging in any activity that would create an actual conflict of interest or a reasonably apparent conflict of interest in the performance of the Services. If Contractor becomes aware of an actual or reasonably suspected conflict of interest during the Term, Contractor shall disclose it to Client so the Parties may address it in good faith.
- c. Nothing in this Section prohibits Contractor from: (a) offering its products or services to other governmental or private entities; (b) working with other counties, states, agencies, or clients concurrently; (c) marketing, licensing, or supporting Contractor’s Software for other clients; or (d) engaging in commercial activities unrelated to the Services.
- d. Contractor shall ensure that no individual assigned to perform the Services has a known personal or financial interest that would materially impair the individual’s ability to perform the Services objectively. If such an interest is identified, Contractor shall take appropriate steps to manage or reassign responsibilities, and Client shall not unreasonably withhold acceptance of Contractor’s proposed mitigation.

B. Responsibilities of Client

Client acknowledges that successful implementation and ongoing use of the Software requires timely cooperation, information, access, and participation. Accordingly, Client shall:

1. **Provide Information and Access**  
Provide Contractor, upon reasonable request, with timely access to relevant business and operational information, subject matter experts, technical staff, facilities (as needed), and Client systems required for configuration, testing, and deployment. Client is responsible for the accuracy, completeness, and timeliness of all information it provides.
2. **Designate a Project Manager**  
Designate a qualified Project Manager to serve as the primary point of contact, coordinate Client resources, facilitate communication, make timely decisions, and review and approve deliverables.
3. **Provide Technical Infrastructure and Support**  
Client shall maintain and support its own network, equipment, devices, and technical infrastructure, including workstations that meet minimum system requirements and secure internet connectivity. Client is responsible for its internal system performance, hardware, network stability, and security controls (firewalls, antivirus, and related systems).
4. **Participation in Data Conversion, Testing, and Training**  
Client shall participate in product overview sessions; provide data extracts in agreed formats; cleanse, validate, and correct its own data; execute test plans and validate results during User Acceptance Testing (UAT); identify end users for training; and provide suitable training

facilities and equipment. Contractor is not responsible for data cleansing, data accuracy, or Client’s internal change management.

5. Business Process Decisions

Client shall identify, document, and determine Client business processes and configuration options, obtain any internal approvals, and ensure alignment with Client policies and regulatory obligations. Contractor may provide guidance but is not responsible for operational decisions or Client’s policy or regulatory compliance.

6. Security and User Management

Client is responsible for managing user accounts, roles, permissions, credential security, and internal policies to prevent unauthorized access. Client shall promptly notify Contractor of any suspected security incidents originating from Client systems. Contractor shall not be liable for security incidents, system breaches, or unauthorized access caused by Client systems, networks, or users.

7. Compliance With Laws Applicable to Client

Client is solely responsible for complying with laws, regulations, and policies that apply to Client’s operations, including election administration (if applicable), public records requirements, accessibility obligations, data retention, statutory deadlines, and any other public-sector mandates. Contractor does not assume responsibility for such compliance.

8. Approvals and Acceptance

Client shall review and approve Deliverables within the timelines established in the Project Management Plan. Delays caused by Client may require schedule extensions and may result in changes to project timelines, resource allocations, and associated fees through a mutually agreed change order.

9. Client Responsibilities as Preconditions to Contractor Performance

Contractor’s performance and delivery obligations are dependent upon Client fulfilling the responsibilities set forth in this Section. Contractor shall not be liable for delays, performance issues, additional costs, or failure to meet project objectives resulting from Client’s failure to meet its obligations under this Agreement.

C. Data Breach Notification

1. Definitions

For purposes of this Agreement:

- a. “Security Incident” means any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of Client Data in Contractor’s possession or control that may compromise the confidentiality, integrity, or availability of such data.
- b. “Data Breach” means any confirmed Security Incident that meets the definition of a breach under applicable law, including California Civil Code §1798.29.

2. Notification

Contractor shall notify Client's designated security contact of any Security Incident involving Client Data within twenty-four (24) hours of discovery. Notification shall be made by email and by telephone and shall include all information reasonably available to Contractor at the time of notice.

3. Investigation and Cooperation

Contractor shall:

- a. promptly investigate the Security Incident;
- b. take all commercially reasonable steps to mitigate further harm;
- c. keep Client informed of investigation status; and
- d. cooperate fully with Client, its auditors, and law enforcement, as applicable.

4. Breach Response

If a Data Breach is confirmed, Contractor shall:

- a. provide Client with detailed written findings;
- b. cooperate with Client in preparing legally required notices;
- c. provide identity protection and notification services if required by law and if the breach is caused by Contractor's negligence or willful misconduct; and
- d. reimburse Client for reasonable out-of-pocket costs directly resulting from Contractor's negligence or willful misconduct.

5. No Admission of Fault

Notification of a Security Incident shall not be construed as an admission of liability or fault by Contractor.

6. No Delay

Contractor shall not delay notification to Client on the basis that the Security Incident is not yet fully evaluated or confirmed. Updates will be provided as additional information becomes available.

D. Technology Life Expectancy

Client acknowledges that software platforms, operating systems, databases, and hosting environments evolve over time and that continued operation of the Software may require periodic updates, upgrades, or configuration changes.

1. No Guarantee of Indefinite Compatibility

Contractor does not warrant that the Software or any third-party components will operate indefinitely on any specific hardware, operating system, browser, network environment, or third-party platform. As technology changes, updates or adjustments may be necessary to maintain performance and compatibility.

2. Contractor's Obligations

During the Term, Contractor shall use commercially reasonable efforts to:

- a. maintain the Software so it remains compatible with the supported versions of the operating systems, browsers, database technologies, and hosting platforms defined in Contractor's published system requirements;
  - b. provide reasonable advance notice of material technology changes that may affect Client's environment; and
  - c. provide upgrades, updates, and new versions of the Software as part of standard maintenance in accordance with Contractor's product lifecycle and release policies.
  - d. Contractor is not required to support deprecated, end-of-life, unsupported, or custom technologies.
3. Client's Obligations
- Client shall:
- a. maintain its own workstations, browsers, network infrastructure, and hardware consistent with Contractor's published system requirements;
  - b. perform upgrades or replacements of Client-owned equipment and systems as needed to maintain compatibility; and
  - c. ensure that its internal security tools, VPNs, firewalls, and policies do not impede access to the Software.

Contractor is not responsible for delays, issues, or performance problems arising from outdated, unsupported, or misconfigured Client infrastructure.

4. Third-Party Products

If the Software relies on third-party technologies (including but not limited to Microsoft, Azure, browser vendors, or database platforms), Contractor may require Client to upgrade or replace affected systems to maintain compatibility. Contractor will provide reasonable advance notice of such requirements. Contractor is not responsible for decisions by third parties to deprecate, change, or discontinue technologies or services.

5. Costs Associated with Technology Changes

If Client requires modifications, integrations, or adjustments beyond Contractor's standard updates to accommodate legacy, customized, or unsupported Client environments, such work shall be provided on a time-and-materials basis at Contractor's then-current professional services rates. Contractor is not obligated to provide retrofits, backports, or custom compatibility layers unless otherwise agreed in writing.

## VII. TERM, TERMINATION, AND TRANSITION

### A. Term and Termination

1. Termination for Convenience

Client may terminate this Agreement, in whole or in part, for its convenience upon ninety (90) days' prior written notice to Contractor. Upon such termination, Contractor shall be compensated for:

- a. all Services properly performed through the effective date of termination;
- b. any non-cancellable, third-party costs incurred by Contractor on Client's behalf, provided Contractor uses commercially reasonable efforts to mitigate such costs; and
- c. all onboarding, mobilization, implementation, configuration, and other non-refundable or non-cancellable costs incurred or committed by Contractor prior to the effective date of termination, which shall remain due and payable and shall not be prorated or refunded.

Contractor shall not be entitled to payment for any Services or deliverables not yet performed, nor for lost profits, consequential damages, or any other amounts arising from such termination.

2. Termination for Cause by Client

Client may terminate this Agreement immediately upon written notice to Contractor if Contractor:

- a. materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Client;
- b. repeatedly fails to meet its material obligations under this Agreement; or
- c. becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver appointed over its assets.

In the event of termination for cause by Client, Client shall pay Contractor only for Services accepted by Client prior to the effective termination date.

3. Termination for Cause by Contractor

Contractor may terminate this Agreement upon written notice to Client if Client:

- a. materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from Contractor; or
- b. fails to pay any undisputed amount owed under this Agreement within sixty (60) days after receiving written notice of non-payment.
- c. In the event of termination for cause by Contractor, Client shall pay Contractor for all Services properly performed and accepted by Client through the effective date of termination, as well as any non-cancellable, third-party costs incurred on Client's behalf.

4. Suspension

Contractor may suspend performance of the Services upon written notice to Client if Client fails to pay any undisputed fees within sixty (60) days of invoice. Contractor shall resume Services promptly after Client cures the non-payment. Suspension shall not relieve Client of its payment obligations.

5. Effect of Termination

Upon expiration or termination of this Agreement for any reason:

- a. Contractor shall stop work as of the effective termination date;
- b. Client shall pay Contractor all amounts due under this Section;
- c. Contractor shall return or make available to Client all Client Data in accordance with the Data Return provisions of this Agreement; and

d. Each Party shall return or destroy the other Party's Confidential Information as required under this Agreement.

6. Survival

The rights and obligations of the Parties set forth in this Agreement that by their nature should survive termination shall survive, including, without limitation, confidentiality obligations, indemnification, data return, limitations of liability, and any accrued payment obligations.

B. Disentanglement

1. Disentanglement Services

Upon expiration or termination of this Agreement for any reason, Contractor shall provide reasonable cooperation and assistance ("Disentanglement Services") to enable an orderly transition of the Services and Client Data to Client or to a successor provider designated by Client. Disentanglement Services shall be provided for a period of up to ninety (90) days following the effective termination date, unless the Parties mutually agree in writing to extend the Disentanglement period.

2. Scope of Transition Assistance

Standard Disentanglement Services include:

- a. timely delivery of Client Data in accordance with the Data Return provisions of this Agreement;
- b. reasonable assistance in explaining the structure, format, and content of Client Data to Client or its successor provider; and
- c. reasonable coordination to support an orderly transition.

3. Fees for Disentanglement Services

Contractor shall provide standard Disentanglement Services at no additional charge. Any services requested by Client beyond standard Disentanglement Services including, without limitation, continued operational support, system access, hosting, maintenance, or consulting shall be provided only if requested by Client and shall be billed on a time-and-materials basis pursuant to a mutually executed change order.

4. Continuing Services After Termination

Contractor has no obligation to continue providing the Services after the effective termination date except to the extent that Client requests continued Services and agrees to pay the applicable fees. Contractor shall not be required to provide continuing Services unless Client remains current on all undisputed fees owed under this Agreement.

5. Protection of Intellectual Property

Nothing in this Section shall require Contractor to provide access to, or deliver, Contractor's Software, source code, database schema, system architecture, proprietary tools, or other Contractor Intellectual Property.

C. Return and Transfer of Data

1. Return of Client Data

Upon expiration or termination of this Agreement for any reason, Contractor shall, within thirty (30) days, provide Client with a complete and up-to-date export of all Client Data in a commercially recognized, non-proprietary format acceptable to Client. Contractor shall not charge Client for the standard extraction and delivery of Client Data.

2. Continued Access Until Transfer

Contractor shall maintain Client's access to the Hosted Software solely for purposes of data extraction until the earlier of:

- a. completion of the data transfer to Client, or
- b. thirty (30) days following the effective date of termination, unless otherwise agreed in writing.

3. Deletion of Client Data

Contractor shall not delete or destroy any Client Data until:

- a. Contractor has delivered all Client Data to Client, and
- b. Client has confirmed in writing that the data transfer is complete.

Upon such confirmation, Contractor shall delete or securely destroy any remaining copies of Client Data in accordance with industry-standard practices and shall provide written certification of deletion upon request.

4. Assistance with Data Transfer

Contractor shall provide reasonable cooperation and assistance to Client, at no additional charge, to facilitate Client's transition of Client Data to Client or to a successor provider. Additional services requested by Client beyond standard extraction may be provided on a time-and-materials basis pursuant to a written change order.

5. Data Retention Requirements

Contractor acknowledges that Client may be subject to statutory or regulatory data retention requirements, including but not limited to mandated retention periods for election-related records (e.g., 22-month federal retention requirements). Contractor shall retain Client Data within the Hosted Software and associated backups for the duration of the Term and shall not delete or destroy such data except in accordance with this Agreement and Client's written instructions. Upon Client's request, Contractor shall reasonably accommodate documented, legally mandated retention requirements, provided such requirements are communicated in writing and do not require Contractor to store data beyond the Term unless mutually agreed in writing.

6. No Withholding of Client Data

- a. Contractor shall not withhold Client Data as a means of resolving payment disputes; however, Client must remain current on all undisputed amounts owed under this

Agreement as a condition to receiving final data extraction, transition assistance, or continued access to the Hosted Software during the data return period.

- b. Nothing in this Section shall require Contractor to disclose or provide access to Contractor’s Software, database schema, system architecture, source code, or other Contractor Intellectual Property.

## **VIII. PUBLIC-SECTOR COMPLIANCE**

### **A. Public Records Compliance**

#### **1. Applicability of Public Records Laws**

Client may be subject to federal, state, or local public records or freedom of information laws (“Public Records Laws”). Nothing in this Agreement shall prevent Client from complying with such laws.

#### **2. Protection of Contractor Confidential Information**

If Client receives a request under Public Records Laws seeking information identified by Contractor as Confidential Information, Client shall provide Contractor with reasonable notice to the extent permitted by law so that Contractor may, at its own expense, seek protective treatment or assert an applicable exemption. Nothing in this Agreement shall require Client to withhold information that a court or legal authority determines must be disclosed.

#### **3. Contractor’s Role**

Contractor is not responsible for responding directly to public records requests submitted to Client, creating new records, or preparing documents for disclosure, but shall reasonably cooperate by providing clarifying information upon Client’s request, provided such cooperation does not require disclosure of Contractor’s proprietary or confidential materials.

#### **4. Redaction of Sensitive Information**

When responding to a Public Records request, Client shall, to the extent permitted by law, redact any portions of Contractor Confidential Information that qualify for an exemption, including trade secret, security-sensitive, and proprietary information.

#### **5. Optional Assistance**

If Client requests Contractor’s assistance beyond reasonable clarification—including technical review or redaction guidance—such assistance may be provided as professional services at Contractor’s then-current rates.

#### **6. No Waiver**

Disclosure of information pursuant to Public Records Laws shall not be considered a waiver of confidentiality, transfer of ownership, or grant of additional license rights.

### **B. Books and Audit**

1. Limited Right to Audit

If required by applicable statute or regulation, Client may conduct a limited audit solely to verify the accuracy of amounts billed to Client under this Agreement.

Any such audit:

- a. may examine only those financial records directly related to fees and charges billed to Client;
- b. shall not include access to Contractor's internal systems, source code, security documentation, infrastructure, data models, or other Confidential Information unrelated to invoicing;
- c. may occur no more than once per calendar year;
- d. shall take place during Contractor's normal business hours; and
- e. shall require at least thirty (30) days' prior written notice.

2. Location and Method

Audits shall occur at Contractor's offices or another mutually agreed location and shall be conducted in a manner that:

- a. does not disrupt Contractor's business operations;
- b. complies with Contractor's confidentiality, security, and access control policies; and
- c. respects Contractor's data protection and visitor management requirements.

Contractor may, at its discretion, provide remote access to relevant financial records for review.

3. Confidentiality

All audit materials and information reviewed or obtained by Client or its auditors shall be treated as Contractor Confidential Information, used solely for verifying fees, and not disclosed to third parties except where legally required. Any disclosure made pursuant to Public Records Laws shall exclude or redact Contractor Confidential Information, trade secrets, or proprietary information to the extent permitted by law.

4. Costs

Client shall bear all costs and expenses associated with any audit. If an audit reveals an overcharge greater than five percent (5%) of the audited amount, Contractor shall reimburse Client for the overcharged amount. Contractor shall not be responsible for any audit-related costs incurred by Client.

5. Protection of Contractor Systems and Intellectual Property

Nothing in this Section grants Client or any auditor the right to:

- a. access Contractor's Software, source code, hosting environment, or networks;
- b. review Contractor's security systems, controls, architecture, logs, or policies;
- c. conduct penetration testing, vulnerability scanning, or security assessments;
- d. inspect operational facilities unrelated to invoicing; or
- e. review records pertaining to other customers.

These limitations are necessary to protect Contractor's Confidential Information, Intellectual Property, and system security.

6. Audit Scope and Limitations

The total time required for any audit under this Section shall not exceed twenty (20) hours per calendar year, unless otherwise agreed in a separate written amendment. Audits shall be limited exclusively to the verification of fees, invoices, billing accuracy, and financial obligations under this Agreement, and shall not expand beyond the scope expressly defined in this Section.

7. Compliance With Applicable Law

If Client is legally required by statute or regulation to conduct an audit broader than the scope permitted above, the Parties shall meet in good faith to define the scope, schedule, process, and security limitations in a manner that protects Contractor's Confidential Information, Intellectual Property, and system security to the maximum extent permitted by law.

C. Taxes

1. Contractor Taxes

Contractor shall be responsible for all taxes assessed on its income, payroll, property, or business operations, including employment-related taxes associated with its personnel. Contractor is not responsible for taxes imposed on Client or arising from Client's internal operations.

2. Client Taxes

Client shall be responsible for any transaction-based taxes imposed on the licensing, use, or purchase of the Software or Services under this Agreement, including sales, use, excise, gross receipts (transactional), or similar taxes, to the extent required by applicable law. If such taxes apply, Contractor shall invoice Client for the applicable amount unless Client provides a valid exemption certificate. Contractor shall not be required to register in any jurisdiction solely by reason of entering into this Agreement.

3. Exemption Certificates

If Client claims tax exemption, Client shall provide Contractor with a valid tax exemption certificate or other documentation sufficient to establish exemption under applicable law. Contractor shall be entitled to rely on such documentation and shall not be responsible for determining its validity beyond confirming that it has been provided. Client shall be responsible for any taxes, penalties, or interest arising from improper or invalid exemption claims.

4. Withholding Taxes

If Client is required by applicable law to withhold taxes from payments to Contractor:

- a. Client shall notify Contractor promptly;
- b. Contractor shall provide reasonable documentation to support any exemption or reduction; and
- c. Client shall remit the required amount to the appropriate tax authority and provide Contractor with official documentation of such remittance.

Withholding shall apply only to amounts expressly required by law and shall not apply to taxes other than those legally required to be withheld from payments to Contractor.

5. No Expanded Liability

Nothing in this Agreement shall be interpreted to require Contractor to:

- a. pay taxes assessed on Client or third parties;
- b. determine Client's tax obligations or eligibility for exemption;
- c. absorb taxes resulting from Client's governmental structure or payment practices; or
- d. register, file, or remit taxes in jurisdictions where Contractor would not otherwise be obligated to do so under applicable law.

All such obligations remain solely with Client.

**IX. DISPUTE RESOLUTION**

A. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-law principles. Any action relating to the enforcement or interpretation of this Agreement shall be brought in a court of competent jurisdiction located within California.
2. Nothing in this Agreement shall be construed as a consent by Contractor to general jurisdiction in California for tax, business registration, licensing, or regulatory purposes; or a waiver of any protections available to Contractor under federal intellectual property laws, which shall apply regardless of the choice of law.
3. This choice-of-law provision applies solely to the interpretation and enforcement of this Agreement.
4. This Agreement shall not be construed against either Party, regardless of which Party drafted or proposed any portion of it, as both Parties have participated in its negotiation and drafting.

B. Jurisdiction and Venue

1. Any action or proceeding arising out of or relating to this Agreement shall, to the extent permitted by law, be brought exclusively in the state or federal courts located in Humboldt County, State of California. This submission to jurisdiction is made solely for purposes of resolving disputes arising under this Agreement.
2. Nothing in this Section shall be construed as:
  - a. a consent by Contractor to general personal jurisdiction in State of California for taxation, regulation, business qualification, or any purpose other than the enforcement of this Agreement; or
  - b. a waiver of Contractor's right to seek injunctive or equitable relief in any court of competent jurisdiction, including courts located in Placer County, California, to protect its Intellectual Property, Confidential Information, or proprietary rights.
3. To the maximum extent permitted by law, each Party waives any right to a trial by jury in any action arising out of or relating to this Agreement.

**X. MISCELLANEOUS TERMS**

**A. Amendment and Waiver**

1. This Agreement may be amended, modified, or supplemented only by a written document that (a) expressly states it is an amendment to this Agreement and (b) is executed by authorized representatives of both Parties. No oral statements, emails, purchase orders, or informal communications shall amend or modify this Agreement.
2. This Agreement may be amended, modified, or supplemented only by a written document that (a) expressly states it is an amendment to this Agreement and (b) is executed by authorized representatives of both Parties. No oral statements, emails, purchase orders, or informal communications shall amend or modify this Agreement.
3. No waiver of any provision of this Agreement shall be effective unless it is in writing, executed by the Party against whom the waiver is asserted, and expressly identifies the specific provision being waived. A failure or delay by either Party to exercise any right, remedy, or privilege shall not operate as a waiver of that right.
4. A waiver of any breach shall apply only to the specific instance waived and shall not be deemed a waiver of any other or subsequent breach. No continuing waiver is created unless expressly stated in writing.
5. No course of dealing, course of performance, usage of trade, or conduct by either Party shall modify, supplement, or waive any right or obligation under this Agreement unless set forth in a written amendment executed by both Parties.

**B. Severability**

1. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall continue in full force and effect.
2. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of this Agreement, nor shall it expand or modify either Party's obligations beyond those expressly stated herein.
3. No provision shall be modified or rewritten by any court except to the extent necessary to render it enforceable. If a provision is determined to be invalid or unenforceable, the Parties shall use reasonable efforts to agree on a valid and enforceable replacement provision that, to the greatest extent possible, reflects the original intent of the Parties.

**C. Force Majeure**

1. Neither Party shall be liable for any delay or failure in performance to the extent caused by events beyond its reasonable control ("Force Majeure Event"), including but not limited to acts of God; natural disasters; epidemics or public health emergencies; acts of war, terrorism, or civil unrest; labor disputes not involving the affected Party's workforce; power outages or utility failures; failures of third-party hosting providers, telecommunications networks, or internet

service providers outside the reasonable control of the affected Party; governmental orders or restrictions; or widespread supply-chain disruptions.

2. Financial hardship, market changes, or increases in costs do not constitute Force Majeure Events.
3. The Party experiencing a Force Majeure Event shall provide prompt written notice to the other Party, use commercially reasonable efforts to mitigate the impact, and resume performance as soon as reasonably practicable.
4. During a Force Majeure Event, the affected Party's obligations shall be suspended to the extent impacted, and deadlines and milestones shall be extended on a day-for-day basis for the duration of the event. Payment obligations of Client are not suspended under this Section.
5. Force Majeure does not relieve Client of its obligation to pay amounts already due or subscription, hosting, or licensing fees for periods during which Contractor continues to provide access to the Software. Contractor shall not charge for professional services that cannot be performed due to a Force Majeure Event.
6. If a Force Majeure Event continues for more than sixty (60) consecutive days, either Party may request a good-faith discussion to revise the project schedule or may terminate the affected Services upon thirty (30) days' written notice. Such termination shall not entitle either Party to damages or refunds of amounts previously paid, except as expressly stated in this Agreement.

D. Publicity

1. Public Announcements

Neither Party shall issue any press release, public announcement, marketing statement, or other external communication that identifies the other Party or references this Agreement without the prior written consent of the other Party, except for disclosures required by law or as permitted under this Section.

2. Contractor's Use of Client Name and Logos

Contractor shall not use Client's name, seal, insignia, or logo in any marketing materials, proposals, websites, case studies, or press releases without Client's prior written authorization. Upon request, Client shall not unreasonably withhold consent for Contractor to make a factual, non-promotional reference to Client as a customer, provided no logo, endorsement, or testimonial is used.

3. Client Internal and Routine Government Communications

Client may publicly reference its use of the Software or Services in routine governmental communications (e.g., board reports, council meetings, budget documents), provided such references (a) do not disclose Contractor's Confidential Information, (b) do not mischaracterize Contractor's performance, and (c) comply with the confidentiality provisions of this Agreement.

4. Contractor Internal Communications

Contractor may reference the existence of this Agreement, including Client's name, within Contractor's internal business operations such as reporting to investors, the board of directors,

auditors, or legal counsel, as well as for internal product planning, sales enablement, and resource allocation. Such communications shall not be considered “publicity.”

5. Required Disclosures

Nothing in this Section prohibits either Party from making disclosures required by law, regulation, court order, or governmental authority, or from responding to Public Records / FOIA requests in accordance with the Public Records Compliance section of this Agreement.

6. No Endorsement

Nothing in this Agreement shall be interpreted as an endorsement of Contractor or its products by Client. Client is under no obligation to provide testimonials or promotional statements of any kind.

E. Counterparts and Electronic Signatures

1. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. The date of full execution shall be the date on which the last Party signs.

2. Electronic Signatures

Signatures transmitted by electronic means—including scanned signatures, PDF signatures, or signatures executed using a commercially recognized electronic signature platform such as DocuSign—shall be deemed valid and binding to the same extent as original signatures and shall satisfy any requirement for a “writing” under applicable law, including the UETA and the federal E-Sign Act.

3. No Requirement for Wet Ink Unless Required by Law

Wet-ink signatures shall not be required unless expressly mandated by applicable law or mutually agreed in writing by the Parties. Electronic signatures shall be sufficient to bind the Parties for all purposes under this Agreement.

F. Headings

1. The section, subsection, and paragraph headings and captions in this Agreement are included for convenience only and shall not affect the meaning, interpretation, or construction of this Agreement or any provision herein.
2. Headings shall not be used to limit, expand, or modify the scope of any provision.

G. Entire Agreement

1. This Agreement, together with all schedules, exhibits, attachments, and documents expressly incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, proposals, negotiations, communications, and understandings, whether written or oral.
2. No statement, promise, representation, or warranty not expressly contained in this Agreement shall be binding on either Party.

3. No purchase order, invoice, click-through agreement, shrink-wrap terms, or other document issued by either Party shall modify, supplement, or amend this Agreement unless expressly agreed to in a written amendment executed by authorized representatives of both Parties.
4. In the event of any conflict between the terms of this Agreement and any schedule or exhibit, the terms of this Agreement shall control unless the schedule or exhibit expressly states otherwise.

H. No Third-Party Beneficiaries

1. This Agreement is entered into solely for the benefit of the Parties. Nothing in this Agreement is intended to, nor shall it be construed to, create any rights in or obligations to any third party, including but not limited to subcontractors, affiliates, employees, agents, end users, vendors, members of the public, elected officials, successor entities, or any other individual or entity not expressly identified as a Party.
2. No third party shall have any right to enforce any provision of this Agreement or to assert any claim based on this Agreement.

I. Further Assurances

1. Each Party shall, upon reasonable request and at its own expense, execute and deliver such additional documents and take such further administrative actions as may be reasonably necessary to give full effect to this Agreement, provided that:
  - a. such actions do not impose additional material obligations on the other Party;
  - b. such actions do not require Contractor to provide services, customizations, integrations, or deliverables beyond those expressly set forth in this Agreement unless mutually agreed in writing; and
  - c. no Party shall be required to take any action that would conflict with applicable law, violate confidentiality obligations, or compromise security or Intellectual Property rights.
2. Nothing in this Section shall obligate Contractor to modify its Software, develop new functionality, disclose proprietary information, or perform professional services without a mutually agreed written scope of work and applicable fees.

## XI. NOTICE

This Agreement shall be administered by the individuals designated by each Party. All invoices shall be submitted to and approved by Client's designated representative.

All notices required under this Agreement shall be in writing and delivered personally or sent via certified mail to the addresses listed for each Party. Notices shall be effective upon receipt or five (5) days after mailing. Either Party may update its notice address by written notice.

Contractor:  
Provista Software Corporation  
Attn: Siv Shanmugam, CEO  
3017 Douglas Blvd, Suite 300  
Roseville, CA 95661  
Phone: (614)-9495917

Client:  
Humboldt County, State of California  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Email: siv.shanmugam@provistacorp.com

Email: \_\_\_\_\_

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the dates set forth below.

CONTRACTOR:

CLIENT:

Name: Siv Shanmugam  
Title: CEO, Provista Software Corporation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated:

Dated:

## Schedule B — Scope of Work & Project Plan

### I. Purpose and Overview

This Schedule (“Schedule B”) defines the Scope of Work (“SOW”), methodology, Deliverables, milestones, roles, and responsibilities for the implementation of Contractor’s ViBE Election Management System (“Software”).

The purpose of this SOW is to:

- A. define project phases and Deliverables;
- B. establish roles and responsibilities for both Parties;
- C. outline project governance and Acceptance methods;
- D. set clear boundaries to prevent scope expansion;
- E. identify required collaboration and participation;
- F. support completion of work under Appendix

### II. Project Objectives

The objectives of this engagement are to:

- A. Implement the Software using Contractor’s standardized methodology.
- B. Configure the Software to support validated Client business processes.
- C. Provide training and knowledge transfer to enable Client self-sufficiency.
- D. Deliver in-scope integrations, reports, and data migration as defined herein.
- E. Meet mutually agreed Acceptance Criteria.
- F. Provide a maintainable, repeatable configuration suitable for long-term operations.

### III. Project Scope

#### A. In-Scope Activities

Unless otherwise specified, the following activities are included:

1. Project management & scheduling
2. Requirements validation workshops
3. Configuration of standard Software features
4. Development of approved integrations
5. Development of approved reports
6. Data migration activities as defined in Appendix B-3
7. Testing support (SIT & UAT)
8. Training for administrators and end users
9. Go-Live preparation and support
10. Transition to ongoing operations (Schedule C)

#### B. Out-of-Scope Activities

The following activities are out of scope unless explicitly included in Appendix B-2:

1. Custom application development
2. New product/module development
3. Custom reports not listed or exceeding reasonable level of effort

4. Additional integrations not listed in Appendix B-4
5. Data cleansing or normalization
6. Business process redesign unrelated to the Software
7. Hardware procurement or installation
8. Third-party licensing, fees, or vendor support
9. Support for systems not listed in this Schedule
10. Out-of-scope work may be added only through the Change Control Process described in this Schedule B, Part XIII.

IV. Project Phases

Contractor will follow its standardized implementation methodology consisting of:

- A. Initiation & Kickoff
- B. Discovery & Requirements Validation
- C. Design & Configuration
- D. Data Migration
- E. Integration Development
- F. Report Development
- G. Environment Configuration
- H. System Testing (SIT)
- I. User Acceptance Testing (UAT)
- J. Training & Knowledge Transfer
- K. Deployment / Go-Live
- L. Post-Go-Live Support & Transition
- M. Each phase includes Deliverables and exit criteria described in this Schedule.

V. Roles and Responsibilities

- A. Contractor Roles
  1. Project Manager
  2. Project planning, scheduling, and communication
  3. Managing Deliverables and Acceptance workflows
  4. Weekly status reporting
  5. Risk & issue management
  6. Change control administration
  7. Coordination of Contractor resources
  8. Business Analyst / Functional Consultant
  9. Requirements workshops
  10. Business process validation
  11. System configuration
  12. Support for testing and training
  13. Data mapping assistance
  14. Technical Consultant / Engineer
  15. Data migration execution
  16. Integration configuration

17. Environment setup
18. Security configuration
19. Report development
20. Training Specialist
21. Delivering training sessions
22. Preparing training materials
23. Facilitating user readiness activities

B. Client Roles

1. Client Project Manager
2. Primary point of contact
3. Coordinating internal resources
4. Facilitating decisions
5. Ensuring workshop attendance
6. Reviewing and approving Deliverables
7. Subject Matter Experts (SMEs)
8. Providing requirements and business rules
9. Participating in testing
10. Validating configuration
11. Technical Staff
12. Network configuration
13. Identity and access provisioning
14. Integration endpoint availability
15. Participating in training

VI. Project Governance

A. Meetings

Contractor will conduct:

1. Weekly status meetings
2. Monthly executive reviews
3. Phase kickoff meetings
4. Ad-hoc meetings as needed

B. Status Reporting

Weekly status reports include:

1. Accomplishments
2. Upcoming activities
3. Risks and issues
4. Decision requests
5. Milestone progress

C. Issue & Risk Management

Issues and risks will be logged, reviewed, and escalated per agreed protocols.

VII. Deliverables

Deliverables are intentionally streamlined to support small and mid-sized government agencies while maintaining accountability and outcome tracking.

	Deliverables
Project Start Deliverables	Project Charter & High-Level Plan that captures <ul style="list-style-type: none"> <li>• Scope</li> <li>• Milestones</li> <li>• Roles</li> <li>• Communication plan</li> <li>• Key assumptions</li> </ul>
Requirements & Configuration Deliverables	<ul style="list-style-type: none"> <li>• Requirements Confirmation Summary</li> <li>• Configuration Workbook (Simplified)</li> </ul>
Technical Deliverables	<ul style="list-style-type: none"> <li>• Data Mapping Sheet</li> <li>• Initial and Final Data Loads</li> <li>• Integration Summary (if applicable)</li> </ul>
Testing Deliverables	<ul style="list-style-type: none"> <li>• UAT Test Scenarios</li> <li>• UAT Acceptance Form</li> </ul>
Training Deliverables	<ul style="list-style-type: none"> <li>• Training Sessions</li> <li>• Training Materials</li> </ul>
Deployment Deliverables	<ul style="list-style-type: none"> <li>• Cutover Checklist</li> <li>• Go-Live Approval Documentation</li> </ul>
Closeout Deliverables	<ul style="list-style-type: none"> <li>• Production Readiness Checklist</li> <li>• Final Summary Report</li> </ul>

A. Acceptance Criteria

Deliverables will be deemed accepted when:

1. They meet requirements defined in this Schedule;
2. They align with validated configuration;
3. Testing has passed; and
4. Client signs a Deliverable Acceptance Form or provides no written dispute within ten (10) business days.

VIII. Data Migration

Contractor will perform:

- I. Initial data load
- II. Validation support
- III. Final data load prior to Go-Live
- IV. Client responsibilities include:
- V. Extracting data from legacy systems
- VI. Cleansing and standardizing data
- VII. Reviewing data mapping and results
- VIII. Further details are in Appendix B-3 (Data Migration Specification).

- IX. Integrations  
Contractor will deliver integrations listed in Appendix B-4 (Integrations Specification), documenting:
- A. Direction (inbound/outbound)
  - B. Frequency
  - C. Protocol (API, file-based, etc.)
  - D. Fields exchanged
  - E. Data formats
- X. Reports  
Contractor will provide:
- A. Standard built-in reports
  - B. Custom reports identified during Discovery and within reasonable level of effort
  - C. Additional custom reporting through Change Control
- XI. Testing  
Contractor will support:
- A. System Integration Testing (SIT)
  - B. User Acceptance Testing (UAT)
- Client is responsible for executing UAT. Contractor will not execute UAT on Client's behalf.
- XII. Training  
Training includes:
- A. Administrator training
  - B. Train-the-trainer
  - C. Training materials (slides or recordings)
- XII. Go-Live & Post-Go-Live Support  
Contractor will:
- A. Execute production cutover
  - B. Monitor system stability
  - C. Provide thirty (30) days of hyper care support
  - D. Transition to ongoing support per Schedule C
- XIII. Change Control Process  
Any changes to scope, timeline, or Deliverables require:
- A. A written Change Request (CR)
  - B. Effort estimate
  - C. Impact analysis
  - D. Approval by both Parties
  - E. Out-of-scope work is billed at Contractor's then-current rates.

XIV. Assumptions

This SOW assumes:

- A. Timely access to Client personnel and systems
- B. Timely review and approval of Deliverables
- C. Attendance at required meetings and training
- D. Legacy system access is available
- E. Third-party vendors cooperate as needed

XV. Dependencies

Key dependencies include:

- A. Client readiness and resource availability
- B. Integration endpoint availability
- C. Data quality
- D. Participation of third parties

XVI. Milestones & Timeline

A typical implementation timeline is as follow:

- A. Week 1 — Kickoff
- B. Weeks 2–6 — Requirements
- C. Weeks 6–12 — Configuration
- D. Weeks 8–16 — Integrations
- E. Weeks 10–18 — Reports
- F. Weeks 16–20 — Testing
- G. Weeks 18–21 — Training
- H. Weeks 22–24 — Go-Live Prep
- I. Week 25 — Go-Live
- J. Weeks 25–29 — Hypercare

Actual timeline and dates will be mutually worked out in the Project Plan.

XVII. Appendices

- A. Appendix B-1 — System Feature List
- B. Appendix B-2 — Optional System Feature List
- C. Appendix B-3 — Data Migration Specification
- D. Appendix B-4 — Integrations Specification
- E. Appendix B-5 — Reports Inventory & Specification
- F. Appendix B-6 — Technical Architecture & Environments

**Appendix B-1 System Feature List**

<b>System Feature List Module</b>	<b>Description</b>
<b>Voter Management</b>	Oversee voter registration and records. Handle confidential voters securely. Process and track UOCAVA and seasonal vote-by-mail ballot requests. Maintain voter documents and signatures
<b>List Maintenance</b>	Remove duplicate, deceased, felon, and incompetent registrations. Conduct address corrections
<b>Geographic (GEO) Management</b>	Maintain electoral districts and boundaries. Define electoral offices and positions. Administer precincts and portions. Validate and update addresses. Conduct redistricting processes.
<b>Petitions Management</b>	Create and track petitions. Maintain petition circulators list. Pre-process petition sheets. Conduct random draws for validation. Review petition signers and adjudication. Record petition history
<b>Election Management</b>	Define election details and parameters. Oversee measures and initiatives. Track races and candidates. Design and implement ballot styles. Generate and maintain election voter lists. Certify elections and results
<b>Ballot Management</b>	Issue, receive, and adjudicate vote-by-mail ballots. Process provisional and conditional ballots. Handle poll ballots. Mail sample ballots. Track Federal Write-In Absentee Ballots (FWAB). Process Remote Accessible Vote-by-Mail (RAVBM) ballots. Prevent statewide double voting.
<b>Voter Participation &amp; Results</b>	Publish election results. Maintain voter participation history
<b>Election Event Management</b>	Coordinate voting locations and sites. Assign and oversee election workers. Facilitate worker training programs. Track and process worker compensation.
<b>Notifications &amp; Communications</b>	Configure notice templates. Send notices to voters. Process returns responses.
<b>Reporting &amp; Data Analytics</b>	Generate standard election reports. Support ad-hoc reporting capabilities.
<b>System Administration</b>	Control system users and access levels. Adjust system parameters and settings. Handle user notifications and system messages.
<b>Election Day Portal</b>	Verify voter eligibility and status at vote location. Issue ballots in real-time. Update voter participation history (VPH). Modify election-day settings
<b>VoteCal Integration</b>	Synchronize with state voter registration systems. Ensure seamless data exchange and updates.



### Appendix B-3 Data Migration

- IX. Purpose
  - This Appendix defines the high-level activities and responsibilities for migrating Client’s data from legacy systems into the Software.
  
- II. Scope of Data
  - Contractor will migrate the following categories of data, if applicable:
    - A. Core reference data (districts, precincts, locations)
    - B. Required master records for system operation
    - C. Additional elements explicitly identified during Discovery
  - Data not explicitly listed is out of scope and subject to Change Control.
  
- III. Contractor Responsibilities
  - Contractor will:
    - A. Provide a Data Mapping Sheet
    - B. Perform initial data load into the non-production environment
    - C. Perform final data load prior to Go-Live
    - D. Provide basic validation support
    - E. Address import errors caused by Contractor’s processes
  
- IV. Client Responsibilities
  - Client will:
    - A. Extract legacy data in Contractor-specified formats
    - B. Cleanse and standardize legacy data
    - C. Complete the Data Mapping Sheet
    - D. Validate initial and final data loads
  - Contractor is not responsible for data cleansing, correction, normalization, or legacy system extraction. Contractor will not perform data cleansing or deduplication beyond import error correction.
  
- V. Deliverables
  - A. Data Mapping Sheet
  - B. Initial Data Load Confirmation
  - C. Final Data Load Confirmation
  
- VI. Assumptions
  - A. Legacy system access is provided
  - B. Client provides source data in required formats
  - C. Only one initial and one final load are included. Additional loads may be purchased via Change Request.
  
- VII. Acceptance Criteria
  - Data Migration is accepted when:
    - A. Initial and final loads complete successfully, and

- B. Client validates accuracy, and
- C. Client signs acceptance or provides no dispute within ten (10) business days.

## Appendix B-4 Integrations

- I. Purpose
  - This Appendix defines the scope and responsibilities for integrations included in the engagement.
- II. In-Scope Integrations
  - Only the integrations explicitly listed on the Order Form or Pricing Schedule are included. Examples:
    - A. File-based imports/exports
    - B. API-based inbound/outbound exchanges
    - C. Scheduled or real-time updates (if supported)
- III. Integration Approach
  - A. Integrations may use:
    - 1. Standard API endpoints
    - 2. File-based transfers
    - 3. Import/export tools
    - 4. Webhooks or event notifications (if supported)
  - B. Custom middleware, extensive transformations, or unsupported third-party technologies require Change Control.
- IV. Contractor Responsibilities
  - Contractor will:
    - A. Provide a 1–2 page Integration Summary
    - B. Configure the Software to enable data exchange
    - C. Assist with field mapping
    - D. Provide sample payloads or templates
    - E. Support UAT testing
- V. Client Responsibilities
  - A. Client will:
    - 1. Coordinate with third-party vendors
    - 2. Provide API keys, credentials, and endpoint access
    - 3. Provide sample payloads/test data
    - 4. Validate integration during testing
  - B. Contractor is not responsible for failures in third-party systems.
- VI. Deliverables
  - A. Integration Summary
  - B. Test Validation Summary
- VII. Assumptions
  - A. Third-party cooperation is required
  - B. One build/test/deploy cycle is included
  - C. Stable and secure endpoints are provided

VIII. Acceptance Criteria

Integration work is accepted when:

- A. The Integration Summary is acknowledged
- B. Test exchanges complete without error
- C. Client signs acceptance or provides no dispute within ten (10) business days

## Appendix B-5 Reports

- I. Purpose  
This Appendix defines reporting Deliverables for the project, including standard and custom reports.
- II. Standard Reports  
Standard reports included with the Software are automatically available to Client and require no additional documentation.
- III. Custom Reports — Included  
Contractor will build custom reports identified during Discovery within a reasonable level of effort (e.g., 40 -50 hours).
- IV. Reasonable Level of Effort  
A reasonable effort includes:
  - A. Use of existing reporting tools
  - B. Light data transformation
  - C. No multi-system aggregation or complex BI development
- V. Out-of-Scope Reports  
Reports exceeding reasonable level of effort require Change Control.
- VI. Responsibilities
  - A. Contractor:
    - 1. Identify reporting needs during Discovery
    - 2. Build custom reports
    - 3. Provide one revision cycle
  - B. Client:
    - 1. Provide reporting requirements
    - 2. Validate output
- VII. Deliverables
  - A. Access to standard reports
  - B. Custom reports
  - C. Report acceptance confirmations
- VIII. Acceptance Criteria  
Custom reports are accepted when:
  - A. Requirements are met
  - B. Output is validated by Client
  - C. Acceptance signed or undisputed after ten (10) business days

## Appendix B-6 Technical Architecture and Environments

- I. Purpose
 

This Appendix provides a high-level description of the hosted environment for the Software. It avoids unnecessary technical detail and supports small and mid-sized government implementations.
- II. Hosting Environment
  - A. The Software is hosted in a secure cloud environment maintained by Contractor.
  - B. Contractor is responsible for:
    - 1. Provisioning and maintaining the environment
    - 2. Applying updates and security patches
    - 3. Monitoring system performance
    - 4. Meeting availability requirements in Schedule C
- III. System Environments
  - A. Contractor provides:
    - 1. Non-Production environment (configuration, migration, testing, training)
    - 2. Production environment (live operations)
  - B. Additional environments may be added for additional fees.
- IV. Access Requirements
  - A. Client is responsible for:
    - 1. Managing users and credentials
    - 2. Ensuring compliant devices/browsers
    - 3. Configuring local networks/firewalls
    - 4. Providing access to internal systems for integrations
  - B. Contractor provides:
    - 1. Environment URLs
    - 2. Admin credentials
    - 3. Browser guidance
- V. Security & Compliance
  - A. Contractor will:
    - 1. Maintain commercially reasonable safeguards
    - 2. Encrypt data in accordance with Schedule C
    - 3. Maintain logging and monitoring
  - B. Client will:
    - 1. Manage user access
    - 2. Report suspicious activity
    - 3. Comply with internal cybersecurity policies
- VI. Client Technical Requirements
  - A. Client must provide:
    - 1. Internet-connected workstations

2. Modern browsers
  3. Sufficient bandwidth
  4. Access to integration systems
- B. Contractor is not responsible for Client-side device/network issues.
- VII. Data Storage & Backups
- A. Contractor will:
1. Store Client data in the hosted environment
  2. Perform regular backups
  3. Retain backups for operational recovery
  4. Restore data in accordance with Schedule C
- VIII. Disaster Recovery & Continuity
- A. Contractor maintains DR/BCP plans appropriate for the hosting environment and may share summaries upon reasonable request.
- IX. Assumptions
- A. Users access Software via standard internet browsers
  - B. Contractor may evolve hosting architecture
  - C. No onsite hardware is provided
  - D. Additional environments require separate scope

**Schedule C — Software License, Hosting, Support, and Service Level Agreement**

This Schedule describes the licensing terms, hosting services, support levels, and service availability commitments associated with Contractor’s Software and services.

I. License Grant

Subject to Client’s compliance with this Agreement and payment of all applicable fees, Contractor grants Client a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Hosted Software during the Term solely for Client’s internal governmental purposes.

A. License Restrictions

Except as expressly permitted under this Agreement, Client shall not, and shall not permit any third party to:

1. copy, modify, or create derivative works of the Software;
2. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or underlying algorithms of the Software;
3. sublicense, lease, lend, distribute, or otherwise make the Software available to any third party;
4. remove or alter any proprietary notices; or
5. use the Software in any manner inconsistent with the terms of this Agreement.

B. Ownership of Software

Contractor retains all right, title, and interest in and to the Software, the Hosted Software environment, related documentation, updates, enhancements, configuration tools, templates, platform components, and all Contractor Intellectual Property, including any modifications or improvements made during the Term.

C. Access for Authorized Users Only

Client may permit its employees, officers, agents, and contractors performing work on behalf of Client (“Authorized Users”) to access and use the Hosted Software, provided such users comply with the terms of this Agreement. Client shall be responsible for all use by Authorized Users.

D. Term-Based License Only

1. All license rights granted to Client under this Agreement are limited to the Term. Upon expiration or termination of this Agreement, all license rights shall immediately cease, and Client shall discontinue all access to and use of the Hosted Software except as expressly provided in the Disentanglement and Data Return provisions of this Agreement.
2. No Implied Rights, Except for the limited rights expressly granted in this Section, no other rights or licenses are granted to Client, whether by implication, estoppel, or otherwise.

II. Service Level Agreement (SLA)

A. Service Availability

Contractor shall use commercially reasonable efforts to maintain the Hosted Software with a minimum monthly uptime of 99.5%, excluding Scheduled Maintenance, emergency

maintenance, force majeure events, and outages caused by Client systems or third-party providers outside of Contractor’s control.

**B. Scheduled Maintenance**

Contractor may perform Scheduled Maintenance with at least seventy-two (72) hours’ prior notice to Client. To the extent reasonably practicable, such maintenance shall occur outside regular business hours. Emergency maintenance may be performed without advance notice where required to protect system integrity or security, with prompt notice to Client.

**C. Severity Levels and Response Targets**

Contractor shall respond to reported issues based on the following severity classifications:

Severity	Description	Response Time	Resolution Target
Critical Impact	Complete loss of the Hosted Software or critical functionality preventing election operations or essential business processes.	Within 1 hour	Contractor will work continuously and diligently until a workaround or resolution is provided.
High Impact	Major functionality impaired with no reasonable workaround; significant impact on business operations but not a total outage.	Within 4 hours	Contractor will work diligently to provide a fix or workaround as soon as reasonably practicable, taking into account the complexity of the issue and operational impact.
Medium Impact	Non-critical functionality impaired with a reasonable workaround; limited impact on business operations.	Within 1 business day	Contractor shall use commercially reasonable efforts to address the issue in a future maintenance release based on the complexity and priority of the issue.
Low Impact / General Support	Minor issues, enhancement requests, or general inquiries.	Within 3 business days	Included in Contractor’s standard maintenance and release cycles.

D. Hosting Services

1. Hosting Environment

Contractor will provide the Software as a hosted, cloud-based service through Contractor's Hosting Vendor. The environment will be:

- a. located entirely within the United States;
- b. managed and monitored by Contractor;
- c. protected using commercially reasonable security controls.
- d. Contractor may change Hosting Vendor with written notice to Client.

2. Client Connectivity

Client is responsible for:

- a. maintaining internet connectivity,
- b. ensuring browser compatibility,
- c. configuring any necessary firewall or network settings.
- d. Contractor is not responsible for outages caused by Client network issues.

E. Accessibility and Compliance

Contractor shall design the Hosted Software to be substantially conformant with the accessibility principles outlined in WCAG 2.1 Level AA. Contractor shall make reasonable efforts to maintain such conformance as the Software evolves, and will consider accessibility impacts when implementing material UI/UX updates. A current Voluntary Product Accessibility Template (VPAT) or equivalent accessibility conformance statement shall be provided to Client upon request. Nothing in this section obligates Contractor to customize the Software beyond its standard accessibility roadmap or to meet requirements that exceed WCAG 2.1 AA unless mutually agreed in writing.

III. Data Security & Encryption

A. Encryption in Transit

Contractor shall encrypt all non-public Client data in transit using industry-standard encryption protocols.

B. Encryption at Rest

Contractor shall encrypt all non-public Client data at rest within the hosted environment, including backups, replicas, and archives.

C. Encryption Standards

AES-128 or stronger encryption, or equivalent industry-standard cryptographic protocols, shall be used.

D. Scope

These requirements apply to Contractor-hosted systems. Client is responsible for encryption on Client-controlled systems or networks.

E. Evolving Standards

Contractor may adopt stronger encryption standards as industry practices evolve.

F. Security Documentation

Upon Client’s written request, Contractor shall provide standard security-related documentation customarily made available to clients of Contractor’s Hosted Software, which may include summaries of penetration testing, vulnerability management practices, disaster recovery and business continuity procedures, security architecture overviews, and SOC 2 or equivalent control mapping documentation (if applicable). Contractor shall also complete reasonable cybersecurity or IT security questionnaires provided by Client, provided such requests do not require disclosure of Contractor’s proprietary information, sensitive internal security details, or information that could compromise system security.

IV. Backup, Retention, and Restoration

A. Daily Backups

Contractor shall perform automated daily backups of Client data stored within the Hosted Software.

B. Retention

Backup copies shall be retained for no fewer than 30 days unless a longer period is required by law or mutually agreed.

C. Restoration Tests

Contractor will periodically validate the recoverability of backups through internal testing.

D. Secure Disposal

Upon Client request or at the end of the retention period:

1. Contractor will securely destroy backup data,
2. using a recognized secure deletion method appropriate for hosted cloud storage.
3. A destruction confirmation will be provided upon request.

V. Disaster Recovery and Business Continuity

A. Disaster Recovery Plan

1. Contractor shall maintain a disaster recovery (DR) process designed to restore service in the event of a significant outage.
2. Recovery Time Objective (RTO) - Contractor’s disaster recovery plan is designed to target restoration of core application availability within 12 hours following a declared Disaster, subject to the nature and extent of the event.
3. Recovery Point Objective (RPO) - Contractor’s disaster recovery plan is designed to limit potential data loss to no more than 4 hours prior to the Disaster event.
4. These values are targets only and are not guaranteed service levels. Actual recovery performance may vary based on the severity of the event, hosting provider conditions, and availability of third-party services.

B. Disaster Definition

A “Disaster” means an unplanned event that materially interrupts the operation or availability of the Hosted Software for an extended period and requires failover or recovery actions.

- C. Response to Disaster
    - In the event of a Disaster, Contractor shall:
      - 1. notify Client promptly;
      - 2. initiate recovery or failover procedures;
      - 3. restore service as expeditiously as reasonably practicable;
      - 4. prioritize restoration of essential functionality.
  - D. Performance of Optional Services During Disaster
    - Optional or on-request services may be delayed until base services are stabilized.
- VI. Term & Renewal of Support
- A. Support services under this Schedule are co-extensive with the overall Agreement Term.
  - B. Termination of the Agreement terminates all support services unless explicitly agreed otherwise.
  - C. Client may elect not to renew support at the next renewal period with written notice consistent with the Agreement's termination provisions.
- VII. Updates, Releases, and Platform Changes
- A. Mandatory Software as a Service (SaaS) Updates
    - Contractor may implement updates, enhancements, patches, security fixes, infrastructure improvements, and new Versions of the Hosted Software at any time. Because the Software is provided as a multi-tenant SaaS platform, Client acknowledges that such updates are mandatory and cannot be delayed, blocked, or selectively declined by Client.
  - B. Notice of Material Changes
    - Contractor will provide reasonable advance notice of any material user interface changes, workflow adjustments, or feature relocations that may affect Client's day-to-day use of the Software.
  - C. Non-Material Changes
    - Non-material enhancements, performance improvements, UI/UX refreshes, and backend technical changes may be implemented without prior notice.
  - D. Client Review of Design Changes
    - If Contractor provides design mockups, prototypes, or configuration change summaries to Client for review, Client shall respond within ten (10) business days. If Contractor does not receive a response within that timeframe, the design or configuration is deemed approved and Contractor may proceed.
  - E. No Veto of Platform Evolution
    - Client acknowledges that reasonable changes to functionality, user interface, underlying technology, hosting architecture, performance optimizations, or security configurations are inherent to a SaaS platform. Contractor shall not be required to maintain any particular version, feature, workflow, screen layout, or design indefinitely.

- F. Backward Compatibility  
Contractor will use commercially reasonable efforts to maintain backward compatibility of workflows and data structures, but does not guarantee support for custom client-side scripts, integrations, or unsupported third-party tools.
- VIII. Standard Support Coverage
  - A. Outside of active election periods, Contractor shall provide support during regular business hours, defined as 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding Client holidays. During standard support hours, Contractor will respond to issues in accordance with the severity levels and response targets defined in this Agreement.
  - B. Support outside standard business hours may be provided on a reasonable-efforts basis or as otherwise agreed in writing.
- IX. Election Support Coverage  
During active election periods, Contractor shall provide enhanced support as follows:
  - 1. 8:00 a.m. to 8:00 p.m. local time during early voting and ballot processing periods;
  - 2. Election Day coverage beginning at 5:00 a.m. local time and continuing until completion of election operations not exceeding 18 consecutive hours unless mutually agreed;
  - 3. Priority handling of Severity 1 and Severity 2 issues.
- X. Escalation  
Any Severity 1 issue unresolved within four (4) hours shall be escalated to senior technical staff. Contractor shall provide regular updates to Client's designated contacts until resolution or workaround is achieved.
- XI. Service Credits  
If Contractor fails to meet the uptime requirement in Section 2 for two (2) consecutive months, Client may request a service credit equal to five percent (5%) of the monthly service fee for each such month, up to a maximum of fifteen percent (15%) within any twelve-month period. Service credits are Client's sole and exclusive remedy for uptime deficiencies.
- XII. Exclusions  
The SLA does not apply to:
  - A. issues caused by Client's hardware, software, or third-party systems;
  - B. failures of Client's internet service or network;
  - C. Client misuse, unauthorized modifications, or failure to follow Contractor-issued instructions;
  - D. force majeure events;
  - E. Scheduled or emergency maintenance;
  - F. suspensions resulting from Client's nonpayment.
- XIII. Reporting  
Contractor shall provide SLA performance and uptime reports to Client upon request

**County Addendum**

This County Addendum (“Addendum”) is entered into by and between Provista Software Corporation (“Contractor”) and Humboldt County, State of California (“County”) and is incorporated into the ViBE Master Agreement for Licensed Software, Services, and Maintenance (“Agreement”).

This Addendum is provided solely to include County-required statutory or policy provisions that must be incorporated verbatim and without modification. The County-provided clauses appear below exactly as delivered by County and are attached as Exhibit A.

Except as expressly required to comply with County law or policy, nothing in this Addendum or Exhibit A shall modify, supersede, or expand Contractor’s obligations under the Agreement, including but not limited to:

- Limitation of Liability
- Indemnification obligations
- Data Security and Hosting provisions
- Audit and system access limitations
- Intellectual Property rights
- SLAs, warranties, or remedies
- Scope of Work, Pricing, or Project Deliverables

If a conflict arises between the Agreement and Exhibit A, the provisions of Exhibit A shall control only to the minimum extent required for County legal compliance. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF

The Parties have executed this Agreement as of the dates set forth below.

CONTRACTOR:

COUNTY:

Name: Siv Shanmugam  
Title: CEO, Provista Software Corporation

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated:

Dated:

**Exhibit A — County-Mandated Contract Provisions**

- I. Compliance with Anti-Discrimination Laws:  
CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.
  
- II. Nuclear-Free Humboldt County Ordinance Compliance:  
By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.
  
- III. Drug-Free Workplace Certification  
By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), by doing all of the following:
  - A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
  
  - B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. CONTRACTOR’s policy of maintaining a drug-free workplace;
    - 3. Any available counseling, rehabilitation, and employee assistance programs;
    - 4. Penalties that may be imposed upon employees for drug abuse violations.

- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

IV. Record Retention and Inspection

A. Maintenance and Preservation of Records:

CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records:

Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder.

CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

C. Audit Costs:

In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.