MAXQ ANALYTICS
SUBSCRIPTION TERMS

MaxQ Analytics, LLC, a California limited liability company with a principal place of business at 3857 Birch St., Suite 5053, Newport Beach, California 92660 ("MaxQ") and is supplying subscription terms and conditions pursuant to and as part of the End User License Agreement marked "Exhibit A."

Platform Fees Breakdown:

1) Base monthly seat cost ("Seat").

2) Annual Transaction Volume History ("ATVH").

3) Complexity of account or securities ("Complexity").

4) Account logins required by the Client ("Login").

5) Setup Costs ("Setup")

1. Seat Fee:
Seats on the MaxQ platform are broken into two levels: **PEAR** and **STANDARD**

  a) **PEAR Seat**: Client is utilizing models inside the Portfolio Evaluation, Accounting and Reporting ("PEAR") ecosystem and will be accessing associated data connections.

  b) **STANDARD Seat**: Client is utilizing models outside the Portfolio Evaluation, Accounting and Reporting ecosystem and will not have access to PEAR or any of its associated data connections.

  c) Seat pricing is adjusted annually at the end of each calendar year. Seat pricing adjustments will be limited to Core CPI YOY + 3.5%.

  d) Any adjustment is at the sole discretion of MaxQ and is not guaranteed to occur. Any Seat fee adjustment will be reflected upon reset of the annual subscription as set forth in the Invoice Effective Date and in accordance with the Fee Lock terms.

2. Annual Transaction Volume History Fee:
  a) Annual Transaction Volume History ("ATVH") is established by MaxQ based on Client's previous 12- month history of security purchases, sales and redemptions including maturities and calls. This history must be provided by the Client in first contract year and agreed upon by both MaxQ and Client.

  b) ATVH fees are based on Tier levels as published by MaxQ and are in effect for one year. ATVH fees will be re-evaluated upon reset of the annual subscription as set forth in the Invoice Effective Date and in accordance with the Fee Lock terms.

  c) ATVH pricing is adjusted annually at the end of each calendar year. ATVH adjustments will be limited to Core CPI YOY + 3.5%.

3. Complexity Fee:

a) Complexity fees may be established by MaxQ based on certain security types and volume of esoteric or sophisticated securities held by the Client. These securities may include mortgage-backed, asset-backed and variable rate structures.

b) Complexity fees may also be established for accounts requiring customization or data connections not currently part of the PEAR ecosystem.

c) Complexity fees may apply if multiple funds/portfolios are being logged by the system.

d) Complexity fees are at the sole discretion of MaxQ and may or may not be incurred. Complexity fees will be in effect for one year and will be re-evaluated upon reset of the annual subscription as set forth in the Invoice Effective Date and in accordance with the Fee Lock terms.

e) Complexity fees will not be limited or capped in annual adjustments applied to the account. MaxQ will not establish a Complexity fee schedule as it will be determined on a client-by-client basis.

4. Login Fee:

a) One user Login is assigned to the Client for each Seat the Client has purchased.

b) Additional Login fees will be in effect for one year and will be re-evaluated upon reset of the annual subscription as set forth in the invoice Effective Date and in accordance with the Fee Lock terms.

c) Login fees will not be limited or capped in annual adjustments applied to the account.

5. Setup Fee:

a) Setup fees may apply if the Client is requiring customized journal exports, access to the Earnings Principal and Interest by Client ("EPIC") model, or the initial setup will take longer than what MaxQ determines an average and appropriate timeframe to complete.

b) These fees are at the sole discretion of MaxQ and will be applied as part of the first annual billing cycle if applicable.

Client Fee Calculation (El Dorado County, California):

	Annual Cost
Seat Fee: $1,250 Per Month Billed Annually ($1,250 X 12) =	$ 15,000.00
ATVH Fee: Tier-3 @ $325 Per Month Billed Annually ($325 X 12) =	$ 3,900.00
Complexity Fee: $400 Per Month Billed Annually ($400 X 12) =	$ 4,800.00
Login Fee: 6 Add'l Logins @ $540 Per Month Billed Annually ($540 X 12) =	$ 6,480.00
Setup Fee: Waived	$ 0.00
Total Annual Fees:	**$30,180.00**

6. Terms and Support:

a) **Fee Lock:** All fees are locked for one year from the Invoice Effective Date. Thereafter, MaxQ may elect to increase fees as established above for each Fee item. Client will be notified of any Fee increase no less than sixty (60) days prior by written notice and no more than once every renewal period. If renewal period is within sixty days of previous calendar year, MaxQ shall provide written notice as soon as possible of any increase but will not be subject to the sixty-day written notice requirement.

b) **Cancellation:** This service may be terminated at any time upon 30 days written notice without cause or penalty by either party. Any unused fees that have been paid will be refunded within 60 days of written notice of cancellation.

c) **Support and Training:** MaxQ will provide training and support as needed by the Client. There will be no fees or charges for support as long as the Client has an active Seat on the platform.

d) **Term:** The term of this Agreement will commence on Oct 01, 2023 and will continue for a period ending Sep 30, 2024 (Initial Term), unless terminated in accordance with subsection (b). Following the Initial Term, the Agreement will automatically renew for successive one (1) year periods under the same terms and provisions, unless terminated in accordance with subsection (b).

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), MaxQ Analytic LLC shall complete and sign the attached Exhibit B, market "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by MaxQ Analytic LLC, if any, to any officer of County.

Subscription Administrator: The County Officer or employee with responsibility for Administering this Agreement is K. E. Coleman, Treasurer-Tax Collector, Treasurer-Tax Collector Office, or successor.

Client and MaxQ, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

MaxQ Analytics LLC

Date: 09/15/2023   By _____

Print Name _____ Jason Klinghoffer _____

Principal

El Dorado County, CA

Date: _____   By _____

Print Name _____

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Exhibit A

MAXQ ANALYTICS
END USER LICENSE AGREEMENT ("EULA")

This software license agreement is entered into as of December 1, 2022, between El Dorado County, California ("Client") and MaxQ Analytics, LLC ("MaxQ") and governs Client use of MaxQ Analytics software and materials (collectively, the "Software"). Client agrees to use the Software only for purposes that are permitted by (a) this agreement, and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

1.   License. Subject to the terms of this agreement, MaxQ hereby grants Client a non-exclusive, non-transferable license to (a) access and use the Software and (b) download data associated with the entity's use of the Software. Client rights to use the Software are limited to those expressly granted under this agreement and no other licenses are granted whether by implication, estoppel or otherwise. MaxQ reserves all rights in and to the Software not expressly granted.

2.   As consideration for the services provided by MaxQ, Client shall pay MaxQ in accordance with the attached Fee Schedule and Subscription Terms.

3.   **Limitations.** The following license limitations apply to Client use of the Software:

3.1 Client may not reverse engineer, decompile, disassemble, or separate parts of the Software as packaged to use its component parts separate from the other parts.

3.2 Client may not modify or create derivative works of the Software.

3.3 Client may not remove copyright or other proprietary notices from any portion of the Software or copies of the Software.

3.4 Client may not use, distribute or provision the Software elsewhere or for a different purpose or authorize others to do this.

3.5 Client may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in the Software.

3.6 Client may not use the Software in any manner that would cause it to become subject to an open-source software license. As examples, licenses that require as a condition of use, modification, and/or distribution that the Software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

3.7 Client agrees to defend, indemnify and hold harmless and its affiliates, and their respective employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, fines, restitutions and expenses (including but not limited to attorney's fees and costs incident to establishing the right of indemnification) arising out of or related to Client use of the Software outside of the scope of this agreement, or not in compliance with its terms.

4.   **Ownership.** The Software, and the respective intellectual property rights therein, are owned by MaxQ or its licensors and are licensed to Client as described in this agreement. MaxQ licensors are intended third-party beneficiaries with rights to enforce this agreement with respect to their intellectual property rights.

5.   **Feedback.** Client may provide to MaxQ a suggestion, feature request or other feedback regarding the Software, including possible enhancements or modifications to the Software. For any feedback that is voluntarily provided, Client hereby grants MaxQ and its affiliates a perpetual, non-exclusive, worldwide, irrevocable license to use, reproduce, modify, license, sublicense (through multiple tiers of sublicensees), and distribute (through multiple tiers of distributors) it without the payment of any royalties or fees to Client. MaxQ will use feedback at its choice.

6.   **No Warranties.** THE SOFTWARE IS PROVIDED BY MAXQ "AS IS" AND "WITH ALL FAULTS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE.

7.   **Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAXQ AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT WILL MAXQ AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS AGREEMENT EXCEED THE NET AMOUNTS RECEIVED BY MAXQ FOR CLIENT USE OF THE PARTICULAR SOFTWARE DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS IF MAXQ OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER A REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. Termination. This agreement terminates: (i) automatically without notice if Client is in breach of any term of this agreement or if Client commences or participates in any legal proceeding against MaxQ with respect to the Software during the pendency of such legal proceeding. Upon any termination of this agreement, Client must promptly discontinue use of the Software. Upon written request, Client will certify in writing that Client has complied with commitments under this section. Upon any termination of this agreement all provisions survive except for the licenses granted to Client.

9. General. If Client wishes to assign this agreement or their rights and obligations, including by merger, consolidation, dissolution or operation of law, contact MaxQ to ask for permission. Any attempted assignment not approved by MaxQ in writing shall be void and of no effect.

This agreement will be governed in all respects by the laws of the United States and of the State of California as those laws are applied to contracts entered into and performed entirely within California, without regard to the conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. Client agrees to all terms of this agreement in the English language.

During the term of this agreement and for a period of three (3) years thereafter, Client agrees to cooperate with MaxQ requests for information to verify compliance with the terms of this agreement or payment of license fees (where applicable).

If it turns out that any provision of this agreement is not enforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect.

Each party acknowledges and agrees that the other is an independent contractor in the performance of this agreement.

The Software has been developed entirely at private expense and is "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions in this agreement pursuant to DFARS 227.7202-3(a) or as set forth in subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19, as applicable. Contractor/manufacturer is MaxQ Analytics, LLC, 3857 Birch St, Newport Beach, CA 92660.

Any notice delivered by MaxQ to Client under this agreement will be delivered via first-class mail, postage prepaid, email or fax to The El Dorado County Office of the Treasurer-Tax Collector, 360 Fair Lane, Placerville, California, 95667 Client agrees that any notices that MaxQ sends electronically will satisfy any legal communication requirements. Please direct legal notices or other correspondence to MaxQ Analytics, LLC, 3857 Birch St, Newport Beach, California 92603, Attention: Legal Department.

This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, conversations, or discussions between the parties relating to this subject matter. Any additional and/or conflicting terms on documents issued by Client are null, void, and invalid. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this agreement. Any amendment or waiver under this agreement shall be in writing and signed by representatives of both parties.

MAXQ ANALYTICS

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

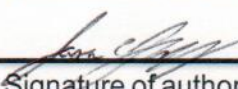_____YES ___X___NO
If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____YES ___X___NO
If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

09/15/2023
Date

Signature of authorized individual

MaxQ Analytics, LLC
Type or write name of company

Jason Klinghoffer
Type or write name of authorized individual