



COUNTY OF EL DORADO

Purchase Contract

Fiscal Year 2024

Page 1 of 2

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FILEVINE INC

1242 E WILMINGTON AVE

#100

SALT LAKE CITY, UT 84106

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERSPurchase
Contract #

8007

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

https://edcgov.us/Government/Contracts/Pages/po_terms___conditions.aspx

For Period: To

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed)
amount.NTE: **\$30,009.00**

PRICING IN ACCORDANCE WITH STATE OF UTAH CONTRACT #MA4106,

PRICING PER FILEVINE INTERNAL QUOTE #Q-15687

TERM: 3 YEARS FROM DATE OF FULLY EXECUTED CONTRACT

STATE OF UTAH CONTRACTMA4106, FILEVINE INTERNAL QUOTE #Q-15687, FILEVINE SUBSCRIPTION AGREEMENT AND EL DORADO COUNTY REVISED TERMS AND CONDITIONS ARE INCORPORATED TO AND MADE A PART OF THIS PURCHASE ORDER CONTRACT. EXCEPT FOR ANY REFERENCE MADE TO THE "CONFIDENTIALITY", IN STATE OF UTAH CONTRACT MA-4106, FILEVINE INTERNAL QUOTE #Q-15685, FILEVINE SUBSCRIPTION AGREEMENTAND EL DORADO COUNTY REVISED STANDARD TERMS & CONDITIONS IN WHICH CASE THIS PURCHASE ORDER CONTRACT IS SUBJECT TO DISCLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

THE STATE OF UTAH CONTRACT MA4106 INDEMNITY AND LIABILITY (a)(b)(c) SHALL GOVERN THIS PURCHASE CONTRACT.

CALIFORNIA FORUM AND LAW: ANY DISPUTE RESOLUTION ACTION ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LITIGATION, MEDIATION, OR ARBITRATION, SHALL BE BROUGHT IN EL DORADO COUNTY, CALIFORNIA, AND SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

MEDIA: ELECTRONIC DOWNLOAD ONLY

THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES, SOFTWARE MAINTENANCE, UPGRADE PROTECTION AND/OR RENEWALS OF SAME. COUNTY OF EL DORADO DOES NOT ACCEPT PHYSICAL MEDIA FOR EITHER THE INITIAL PURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES. SOFTWARE, MAINTENANCE AND UPGRADE PROTECTION WHEN ELECTRONICALLY DOWNLOADEDARE NOT SUBJECT TO TAXATION PER THE STATE OF CALIFORNIA, CDTFA REGULATION SECTION 1502 OF TITLE 18 OF THE CALIFORNIA CODE OF REGULATIONS. SHOULD COUNTY OF EL DORADO EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATIONRELATIVE TO THIS SOFTWARE AND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION.

This Purchase Contract has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.



COUNTY OF EL DORADO

8/31/2023 7:20:18 AM

Purchase Contract

Fiscal Year 2024

Page 2 of 2

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SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

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VENDOR SHALL COMPLY WITH THE INSURANCE REQUIREMENTS STATED AT:

HTTPS://EDCGOV.US/GOVERNMENT/CONTRACTS/PAGES/INSURANCE_REQUIREMENTS.ASPX

VENDOR SHALL NOT BEGIN WORK UNTIL ALL INSURANCE REQUIREMENTS NOTED IN THE AFOREMENTIONED LINK HAVE BEEN MET.

THE COUNTY OF EL DORADO HAS CONTRACTED WITH EBIX TO REVIEW THE CERTIFICATE(S) AND ENDORSEMENT (S) TO ASSURE COMPLETE AND ACCURATE COMPLIANCE WITH THE INSURANCE PROVISIONS REQUIRED BY THIS AGREEMENT. THEY MAY CONTACT YOU TO ADVISE YOU OF DEFICIENCIES AND REQUESTED CORRECTED DOCUMENTS. PLEASE COOPERATE WITH THEIR REQUESTS FOR INFORMATION OR CORRECTIONS IN ORDER FOR THE COUNTY TO CONTINUE YOUR AGREEMENT THROUGH THE EXPIRATION DATE

VENDOR CONTACT:

TYLER PERRY

(385)259-8036

TYLER@FILEVINE.COM

This Purchase Contract has been signed electronically by a duly authorized representative of the County of El Dorado.

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

Contract # MA4106

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Filevine, Inc.

Name

1242 E. Wilmington Ave.

Address

Salt Lake City

UT

84106

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Tyler Perry Phone #385-259-8036 Email tyler@filevine.com

Vendor # VC259870 Commodity Code # 43230

2. CONTRACT PORTFOLIO NAME: Case Management System
3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Case Management System
4. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid# GH23-14.
5. CONTRACT PERIOD: Effective Date: 5/12/2023 Termination Date: 05/11/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
6. Payment: Prompt Payment Discount (if any): NA.
7. Administrative Fee, as described in the Solicitation and Attachment A: 0.0%.
8. ATTACHMENT A: State of Utah Standard Terms and Conditions for ☐ Goods ☐ Services, or ☒ IT
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Pricing
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #GH23-14.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR DocuSigned by:

Sean Dowdle

5/9/2023

Contractor's signature

Date

Sean Dowdle

5/9/23

Type or Print Name and Title

STATE DocuSigned by:

[Signature]

5/11/2023

Director, Division of Purchasing

Date

Grant Herdrich

Division of Purchasing Contact Person

8019577125

Telephone Number

NA

Fax Number

gherdrich@utah.gov

Email

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS
STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT
Amendments to Part: 7, 10, 11, 15, 17, 21, 32, 36, 38

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
- c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.
- g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- i. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.
- j. "Division" means the State of Utah Division of Purchasing.
- k. "DTS" means the Utah Department of Technology Services.
- l. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
- m. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- n. "Good" means any deliverable not classified as a Custom Deliverable or Service.
- o. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- p. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- q. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
- r. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
- s. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.
- t. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

- u. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- v. "State Data" means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.
- w. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- x. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.
- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
- m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
- n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be

returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least eighteen months (18) months after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 - 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
 - 4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each applicable employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)
10. **INDEMNITY AND LIABILITY**
 - a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Contractor's assumed indemnification obligations and liabilities associated with this Contract, including but not limited to those liabilities in connection with a Data Breach, shall at all times be subject to the liability cap contained the Filevine Subscription Agreement.
 - b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of

Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.

- c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

HARDWARE WARRANTY: SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS". CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL PERFORM IN ACCORDANCE WITH THE WRITTEN SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

11. **WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If Contractor notifies the Division that it is unable to remedy a breach of the warranty, the Division or Contractor shall have the right to terminate the affected service and, upon such termination, Contractor will refund to the Division a pro rata portion of any fees Subscriber prepaid for the canceled service based on the remaining unused portion of the term for the canceled service.. These remedies are in addition to any other remedies provided by law or equity.
12. **UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.
13. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.
14. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.
15. **PHYSICAL DELIVERY: N/A**
16. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
17. **ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the written specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the written specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within thirty (30) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) terminate the affected service; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (b) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. The warranty period will begin upon the end of the Acceptance Period.

18. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:

- 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.
- b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.
 - c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
 - d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
 - e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.
 - f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
 - g. **Password Protection:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.
 - h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
 - i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.
 - j. **State Data Destruction:** Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.
 - k. **Services Shall Be Performed Within United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
 - l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.
- 19. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall promptly inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.
- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
 - b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
 - c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.
- 20. DATA BREACH RESPONSIBILITIES:** Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.
- 21. STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:
- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the

State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.

- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee.

22. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

23. Reserved

24. OWNERSHIP IN INTELLECTUAL PROPERTY: The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

25. OWNERSHIP IN CUSTOM DELIVERABLES: NA

26. LICENSE FOR GOODS: For the Goods delivered that include Contractor's scripts and code, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract

27. OWNERSHIP, PROTECTION, AND USE OF RECORDS: The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User.

28. OWNERSHIP, PROTECTION, AND USE OF DATA: The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.

29. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

30. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User in accordance with the Subscription Agreement after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used.

31. ORDERING AND INVOICING: For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

32. PAYMENT AND NOTICE:

- a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.

- b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.

Any written protest of the final contract payment must be filed with the Eligible User within sixty (60) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.

- c. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

33. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and two million dollars (\$2,000,000.00) aggregate.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

Contractor's failure to maintain this insurance requirement for the Contract Period will be deemed a remediable breach.

34. ADDITIONAL INSURANCE REQUIREMENTS:

- a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
- b. Any other insurance policies described or referenced in the Solicitation for this Contract.
- c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

35. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division, provided either party may assign this Contract, without the other party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) in the event of a purchase of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction.**36. TERMINATION:** This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given twenty (20) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. If there is no spend on this contract for greater than 12 months the Contract may be terminated by the Division of Purchasing. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement. Contractor shall be compensated for the Services performed in substantial accordance with the written specifications and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work performed in substantial accordance with the written specifications as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt of documented evidence of those terminated contracts.**37. TERMINATION UPON DEFAULT:** In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.**38. : NA**

- 39. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and will provide a thirty (30) day period in which Contractor will have an opportunity to cure. If the default remains, after Contractor has been provided the opportunity to cure, the Division may (a) exercise any remedy provided by law; (b) terminate this Contract and any related contracts or portions thereof; (c) suspend or debar Contractor from receiving future solicitations; or (d) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.
- 40. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.
- 41. CONFLICT OF TERMS:** Contractor terms and conditions must be attached to this Contract. Unless otherwise negotiated between Contractor and a Utah state division or agency, in the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.
- 42. SURVIVORSHIP:** The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.
- 43. RELEVANT STATE AND FEDERAL LAWS**
- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.
 - b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).
 - c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
 - d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
 - e. **Compliance with Accessibility Standards: Reserved.** Contractor will use commercially reasonable efforts to begin development of and compliance towards WGAG 2.0.
- 44. RIGHT TO MONITOR PERFORMANCE AND AUDIT**
- a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, and regulations,. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel (subject to availability); physical premises; relevant and necessary records; and any other person, place, or object which is reasonably necessary for the Division, or its designee in completing such assessment, to enforce its rights hereunder. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that is reasonably necessary for the Division in confirming Contractor's compliance with this Contract.
 - b. **Monitor Performance:** The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
- 45. TIME IS OF THE ESSENCE:** The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.
- 46. STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

- 47. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 48. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract
- 49. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
- 50. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
- 51. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 52. REPORTS AND FEES:**
- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases
 - b. (net of any returns, credits, or adjustments) made under this Contract.
 - c. **Quarterly Reports:** Upon reminder by the Division or relevant agency, Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
 - d. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:
 - e. **Period End** **Reports Due**
 - f. March 31 April 30
 - g. June 30 July 31
 - h. September 30 October 31
 - i. December 31 January 31
 - j. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
- 53. Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice, then Contractor will be in material breach of this Contract.
- 54. IANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 11 August 2022)

Scope of Work for Legal Case Management System

Attachment: B

1. Introduction and Background

The Utah Indigent Defense Commission (IDC) protects constitutionally guaranteed liberties through ongoing support for effective indigent defense services throughout the state.

In the 2020 legislative session, the Utah legislature passed Senate Bill 139, which created the Office of Indigent Defense Services (IDC), within the IDC. Senate Bill 139 also created the Indigent Appellate Defense Division (IADD) within the Office to serve indigent individuals in rural 3rd through 6th class counties appealing their criminal convictions. The legislation also provided the Office with the authority to provide representation to individuals in those same rural counties appealing their convictions from juvenile courts in juvenile delinquency cases.

Since IADD's inception, the legislature has expanded its responsibilities and duties. IADD is now mandated by statute to provide appellate defense representation to indigent parents and guardians in 3rd through 6th class counties seeking to directly appeal their juvenile court decisions in child welfare and termination of parental rights cases. In addition, IADD has been tasked with providing representation to indigent individuals throughout the state of Utah seeking to challenge their convictions under the Postconviction Remedies Act—Title 78B, Chapter 9.

IADD's statutory mandate to provide appellate representation throughout the state in the areas of adult criminal and juvenile delinquency, with cases ranging from misdemeanor to felony; of child welfare and parental termination; and of postconviction has created a substantial, diverse caseload for the division's staff attorneys to manage. For this reason, IADD is seeking a computerized legal case management system that will automate tasks, and track cases and documents all the way through the appellate process.

2. Scope of Work

Filevine will provide a system with case management and task automation capabilities that are crucial for IADD staff given their increasing caseloads and reporting requirements:

- The system must be a multi-platform application, providing cross-platform web browser support for PC, Mac, Android, Internet Explorer, Safari, Firefox, Chrome, and Google.
- The system must provide smartphone and tablet support using iOS (iPhone & iPod Touch), Android devices, and Windows Phone.
- The system must be customized for each division so that it will allow diverse appellate case types in different areas of the law to be managed and tracked separately, securely, and efficiently.

Scope of Work for Legal Case Management System

Attachment: B

- Must allow IADD staff to add case notes and reminders; provide communication between users; assign tasks/cases to other staff members; calendar and track critical appellate dates; email or text clients and others from a computer-generated number; link all relevant email and text communications to the case file; store case transcripts, appellate records, motions, briefs and other documents to a specific case file.
- The system must allow for client letters to be autogenerated, allowing clients to be consistently updated on their cases.
- The system must provide the ability to run a conflict check to ensure conflicts of interest do not occur.
- The system must provide the ability to import historical data stored on a prior case management system.
- The system must provide a user-friendly interface, that is easy to use and intuitive for those inexperienced with technology.
- The system must provide the ability to select, annotate, collect data, and report on attributes that increase the complexity of a case (i.e. immigration component, prior convictions, etc).
- The system must allow IADD staff to keep accurate time tracking records and other data points to help the agency fulfill its mandate for providing statewide appellate caseload standards and to prepare and provide for reporting to the IDC commission and legislators.
- The case management system must store data on a secure cloud so it can be accessed from any location—an essential feature for remote staff.
- The system must allow for Word and PDF documents to be edited, highlighted, and have notes added all within the system.
- The vendor must provide the legal case management system with customization, ongoing product development, and maintenance services.
- The vendor must provide users with ongoing training and customer support.
- The case management system must pass the state's security protocols for storing sensitive and private information.



Filevine CONTACT INFORMATION	Email
Tyler Perry	tyler@filevine.com

PRODUCTION SOFTWARE	Fee Type	# of Units	List Price	Monthly List Price	Discount	Discounted Monthly Price	Discounted Annual Price	Savings
Filevine Software License	Recurring	5	\$7,140.00	\$119.00	30%	\$83.30	\$4,998.00	\$2,142
Additional Modules								
Vinesign	Recurring	1	\$300.00	\$25.00	35%	\$16.25	\$195.00	\$105
DOCS+	Recurring	5	\$2,400.00	\$40.00	35%	\$26.00	\$1,560.00	\$840
Enterprise Automation (Statute Lookup)	Recurring	1	\$5,000.00	N/A	35%	N/A	\$3,250.00	\$1,750
						Recurring Sub-Total	\$10,003.00	\$3,087.00
						Total	\$10,003.00	\$3,087.00

Additional Terms:

Pricing based on 3 year term and annual in advance payments.
Implementation (customization of your Filevine system) handled by Nakoa Technologies as well as migration, Filevine does the training and ongoing support.

Quote Valid through 8/31/2023



Filevine, Inc.
1242 Wilmington Ave. #100
Salt Lake City, UT 84106

SALES ORDER

Subscriber Information

Subscriber Name

El Dorado County, California -Alternate Public Defenders Office

Subscriber Address

330 Fair Lane, Placerville, California 95667 United States

Primary Contact and Billing Contact Information

Primary Contact

Elvira Lua

Primary Phone

(530) 621-6745

Primary Email

elvira.lua@edcgov.us

Billing Contact

Elvira Lua

Billing Phone

(530) 621-6745

Billing Email

elvira.lua@edcgov.us

Agreement Details

Initial Term Start Date

August 16, 2023

Initial Term End Date

August 15, 2026

Initial Term

36 months

Payment Method

Wire

Billing Cycle

Annual

Filevine Internal Quote:

Q-15687

Products

Product	Fee Type	Quantity	Unit of Metric	Unit Price	Annual Price
Filevine User Licenses	Recurring	5	Per User/Per Month	83.3	4998
Docs+	Recurring	5	Per User/Per Month	26	1560
Vinesign	Recurring	1	Per User/Per Month	16.25	195
Filevine Automation (Up to 7,500)	Recurring	1	Per Task	3250	3250

Annual Recurring Fees
\$10,003

One-Time Fees
\$0

This Sales Order is entered into by and between Filevine, Inc., a Delaware corporation ("Filevine"), and the Subscriber listed on the first page of this Sales Order ("Subscriber") and incorporates by reference: (i) the Order Form Terms attached hereto as Exhibit A and (ii) the Filevine Subscription Agreement, which is available at <https://www.filevine.com/subscription-agreement/> (collectively, the "Agreement"). By Subscriber's signature hereto, Subscriber acknowledges and agrees that it has read and understands this Agreement, including those terms and agreements incorporated by reference herein.

WHEREFORE, the parties agree to the terms hereof and have caused this Sales Order to be executed by their duly authorized representatives. This Sales Order shall be effective as of August 16, 2023. This Sales Order may be executed in one or more counterparts, each of which shall be deemed an original, and which when taken together shall constitute one complete instrument.

Signatures

Subscriber

ORG: EL DORADO COUNTY

NAME: Michele Weimer

TITLE: Purchasing Agent

SIGN: 

DATE: 08/31/2023

Filevine

ORG: Filevine

NAME: Sean Dowdle

TITLE: EVP Sales

SIGN: 

DATE: 08/31/2023

Exhibit A

1. Products and Services

Subscriber agrees to pay for the Filevine Services identified in this Sales Order. Subscriber shall have access to the Filevine Services upon the Initial Term Start Date, as identified above, and upon receipt of Subscriber's initial payment, pursuant to the terms and conditions contained herein.

2. Definitions

Capitalized terms in these Order Form Terms shall have the same meaning ascribed to them in the Subscription Agreement unless otherwise defined herein.

3. Term and Termination

3.1 The Sales Order is binding between Subscriber and Filevine as of the date first signed by a party hereto (as evidenced on the signature page above), and subject to the terms contained herein.

3.2 The initial term of this Sales Order shall commence on the Initial Term Start Date, as identified above, and continue until the Initial Term End Date, as identified above (the "Initial Term"). After the Initial Term, this Sales Order may renew for additional terms upon the mutual written agreement of both Parties (each a "Renewal Term") (the Initial Term together with any Renewal Term, the "Term").

3.3 Early termination does not cancel, suspend or terminate the obligation to pay fees for the remainder of the Term.

3.4 Filevine shall have no obligation to retain any Subscriber data more than thirty (30) days after termination or expiration.

4. Right to Use

Subject to the provisions contained in this Agreement, and conditioned upon Subscriber's compliance therewith (including, without limitation, the timely payment of all Fees), Filevine grants to Subscriber, for the Term, a limited, non-exclusive, revocable, non-assignable, non-transferrable, non-sublicensable right to permit Subscriber's Authorized Users to (a) access and use the Filevine Services; and (b) use the Documentation in support of such Authorized Users' permitted use of the Filevine Services, in each case, solely for the internal business use of Subscriber.

5. Pricing and Payment Terms

5.1 All prices and terms contained in this Sales Order are to be regarded as Confidential Information of Filevine and are not to be disclosed to any third party without the express written consent of Filevine.

5.2 Filevine may increase fees at the end of the Initial Term or any Renewal Term, upon no less than forty-five (45) days prior written notice. Such increase shall take effect upon the commencement of the next Renewal Term.

5.3 Payment

Subscriber shall pay all fees in the Sales Order. Subscriber's initial payment will be invoiced upon execution of this Sales Order. For subsequent charges, Filevine will invoice Subscriber in advance and otherwise in accordance with the Sales Order. Invoiced charges are due ten (10) days after the invoice date, via ACH debit, check, bank wire, or credit card. Payments of \$10,000.00 USD or greater will not be accepted via credit card, and are only payable via ACH debit, check, or bank wire. Subscriber is responsible for maintaining complete and accurate billing and contact information on file with Filevine. Failure to pay within ten (10) days after the invoice due date shall result in Filevine's right, in addition to its other rights and remedies, to terminate this Sales Order, and/or suspend the Filevine Service in accordance with Section 5.3.7. Except as otherwise specified herein, (i) fees are quoted and payable in United States dollars, (ii) fees are based on the products and/or services purchased and not actual usage; (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of Filevine Licenses purchased cannot be decreased during the relevant Term.

5.3.1 Overages

Overage fees, as identified in Section 2.10 of the Subscription Agreement to the extent applicable, will be invoiced monthly in arrears.

5.3.2 Late Fees

Overdue invoices shall incur interest at the lesser of 1.5% per month or the highest rate allowed under applicable law. Subscriber agrees to pay all costs of collection, including any reasonable attorneys' fees, costs and expenses.

5.3.3 Adding Users

Filevine authorizes one individual user per Filevine License. Individuals may not share usernames and passwords at any time. Subscriber may add additional

Filevine Licenses at Subscriber's then-current rate for Filevine Licenses. Additional license fees will be prorated for the remaining term of the contract and added to Subscriber's next invoice.

5.3.4 Invoicing

For Sales Orders with recurring fees of less than \$10,000.00 USD, Subscriber shall provide Filevine with valid and updated (i) credit card information; or (ii) ACH debit information. Where Subscriber provides Filevine with either credit card or ACH debit information, Subscriber authorizes Filevine to (y) charge Subscriber's credit card, or (z) withdraw from Subscriber's bank account, all amounts listed in the Sales Order for the Initial Term and any Renewal Term, as set forth in Section 5.3 above. Such charges shall be made in advance, and in accordance with the billing frequency stated above. If the Sales Order specifies that payment will be by a method other than a credit card or ACH debit, or for Sales Orders with recurring fees of more than \$10,000.00 USD, or where Subscriber does not elect to provide credit card or ACH debit information, Filevine shall invoice Subscriber accordingly and in advance per the Sales Order and in accordance with Section 5.3. All invoices shall be sent to Subscriber through electronic mail.

5.3.5 Taxes

Unless otherwise stated, Filevine's fees and pricing are exclusive of taxes, levies, duties or similar assessments of any nature, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). Without limiting the foregoing, Subscriber is responsible for all Taxes of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, whether or not known to Subscriber and/or Filevine, other than, for clarity, any taxes imposed on Filevine's income, property and employees. If Filevine has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Subscriber, unless Subscriber provides Filevine with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber shall indemnify and hold Filevine harmless from and against any penalties, interest, or other tax liability arising from (i) any failure by Subscriber to pay any applicable Taxes, and/or (ii) any tax exemption certificate provided by Subscriber under this Section 5.3.5

5.3.6 Disputes

Filevine must receive written notice of any disputed charges from Subscriber within five (5) days after the invoice date or Subscriber shall be deemed to have waived Subscriber's right to dispute charges. Notwithstanding any dispute, Subscriber shall pay any undisputed amount of the invoice on or before the due date. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges. The parties shall use best efforts to promptly resolve any disputed charges.

5.3.7 Suspension of Service and Acceleration

If any amount owed by Subscriber under this or any other agreement for any Filevine Services is ten (10) or more days overdue, Filevine may, without limiting its other rights and remedies, accelerate Subscriber's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and/or disable Subscriber's Logon Credentials and suspend Subscriber's and Subscriber's Authorized Users' access to any services, including the Filevine Services, until such amounts are paid in full.

6. Technical Support

Filevine shall provide Subscriber with unlimited access to the Filevine Help Center.

Subscriber will also have access to email-based and online chat-based technical support services during Filevine's regular business hours, 7:00 a.m.- 6:00 p.m. Monday to Friday U.S. Mountain Time, excluding U.S. holidays.

7. Special Terms

7.1 Notwithstanding anything to the contrary contained herein, during the Term of this Agreement, and upon thirty (30) days written notice, Subscriber shall be permitted to reduce the number Filevine Licenses, without penalty, provided that such reduction (i) shall not occur more than once annually; and (ii) shall not exceed twenty percent (20%) of Subscriber's then-current license count.

7.2 Notwithstanding anything to the contrary contained herein, Filevine Licenses may be transferred between Authorized Users, provided that such licenses may not be shared or otherwise used by more than one Authorized User at any given time.

7.3 Filevine confirms that the State of Utah has an existing cooperative contract with Filevine, contract number MA4106, that was competitively solicited and awarded.

Filevine Subscription Agreement

This Agreement is entered into by and between Filevine, Inc. (“**Filevine**”) and the customer who purchased the Filevine Services (“**Subscriber**”) (collectively the “**Parties**”) as set forth in one or more Sales Orders that incorporate this Agreement by reference. For the prior version of this Agreement, please click [here](#).

If Subscriber is a natural person, Subscriber affirms that it is either more than 18 years of age or has reached the age of legal majority in Subscriber’s jurisdiction of residence, and, if Subscriber is a legal entity, that the natural person entering into the Agreement possesses the requisite authority to enter into this Agreement on behalf of such legal entity. Subscriber further represents that it is not a competitor of Filevine nor does it represent, directly or indirectly, a competitor of Filevine.

1. Definitions:

1. “**Agreement**” means this Subscription Agreement together with any and all Sales Orders and other documents and agreements included or incorporated by reference therein via hyperlink or other reference.
2. “**Authorized User**” means an individual who is authorized by Subscriber and Filevine to access the Filevine Services, and may include, for example, Subscriber’s employees, agents, and third parties with whom Subscriber transacts business.
3. “**Confidential Information**” means all information whether oral or in written, electronic or other form or media, that could reasonably be understood to be confidential given the nature of the information or circumstances surrounding the disclosure. Confidential Information includes, but is not limited to: information relating to a party’s software or hardware, computer programs, source code, API data files, documentation, specifications, databases, system design, and development methods as well as information relating to the party’s past, present and future business, financial, commercial and marketing information and plans, trade secrets, intellectual property, ideas, inventions, discoveries, processes, know-how, financials and financial forecasts and projections, product plans, designs, technical data and information, formulae, analyses, products, equipment, product road maps, prototypes, samples, designs, data sheets, schematics, configurations, specifications, techniques, draws, customer lists, business processes and any other data or information disclosed, whether orally, visually, or in writing. Among other things, Filevine regards the source and object code, processes, algorithms, methods, and related know-how and residual knowledge developed, created or used by Filevine or its agents in connection with the performance of the Filevine Service, including, without limitation, any software products, processing platforms or other tools named in the Sales Order, and any documentation relating thereto including any modifications, enhancements, new versions or derivative works thereof, and

all trade secrets, copyrights, patents and other intellectual and proprietary rights therein as Filevine's Confidential Information. Confidential Information shall not include data or information which (i) is or becomes part of the public domain without breach of any obligation of confidentiality, as evidenced by the Receiving Party's written records; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without any obligation of confidentiality, as evidenced by the Receiving Party's written records; (iii) is received from a third party without any obligation of confidentiality; (iv) is disclosed after written approval of the Disclosing Party; or (v) was independently developed by the Receiving Party without recourse or use of the Confidential Information disclosed under this Agreement as demonstrated by written records.

4. **"Disclosing Party"** means the party disclosing Confidential Information to the Receiving Party.
5. **"Data"** all of Subscriber's and Subscriber's Authorized User's data and information, in any form or media, (i) submitted to Filevine by Subscriber or Subscriber's Authorized User or on Subscriber's or Subscriber's Authorized Users' behalf (including within the Uploaded Data Files), (ii) generated by the Filevine Services specifically in response to such data and information, or (iii) captured by the Filevine Service regarding data or information supplied by Subscriber or Subscriber's Authorized Users (including within the Uploaded Data Files).
6. **"Documentation"** means the installation guides, manuals and other documentation made available to Subscriber by Filevine which are related to the Filevine Service.
7. **"Filevine End User Terms of Service"** means the terms of service made available by Filevine at www.filevine.com/terms-of-service that Authorized Users of the Filevine Service must agree to as a condition of being granted access to the Filevine Service, as updated from time to time.
8. **"Filevine Service(s)"** means the online products and/or services that are ordered by Subscriber under Sales Orders and made available to Subscriber by Filevine on a software-as-a-service basis via www.filevine.com, www.leaddocket.com, www.getoutlaw.com, www.vinesign.com, and/or such other web pages designated by Filevine including associated offline components found in the Documentation.
9. **"Intellectual Property Rights"** means, on a worldwide basis, any and all rights, title and interest in or relating to intellectual property, including: (i) all rights associated with works of authorship and literary property, including copyrights and moral rights of any author, software, website content, databases, data collections and rights therein; (ii) all trademarks, service marks, logos, trade dress, trade names (whether or not registered), and the goodwill associated therewith; (iii) all rights relating to know-how or trade secrets; (iv) all patents, designs, algorithms and other industrial proprietary rights; and (v) any other intellectual or industrial property rights, whether now or hereafter existing, and whether or not protected, filed, registered or recorded.

10. **"Personal Data"** means information relating to an identified or identifiable natural person.
11. **"Receiving Party"** means the party receiving Confidential Information from the Disclosing Party.
12. **"Sales Order"** means the ordering documents for Subscriber's purchases of any subscription or Services from Filevine, which may detail, among other things, the number of Authorized Users authorized to use a Service under Subscriber's subscription.
13. **"Term"** means the applicable subscription term set forth in Subscriber's Sales Order.
14. **"Uploaded Data Files"** means any data files which have been uploaded into the Filevine Service by Subscriber or an Authorized User for processing.

2. Use of the Filevine Service

1. **Subscription Grant.** Subject to the terms and conditions of this Agreement, Filevine hereby grants to Subscriber, a limited, non-exclusive, revocable, non-assignable, non-transferable, non-sublicensable right, during the Term, to permit Subscriber's Authorized Users to (a) access and use the Filevine Services; and (b) use the Documentation in support of such Authorized Users' permitted use of the Filevine Services, in each case, solely for the internal business use of Subscriber. The number of licenses or rights to use the Filevine Services identified in the applicable Sales Order (each a **"Filevine License"**) represents the number of licenses or Filevine Services for which Subscriber agrees to pay for the Term; Subscriber may delegate one (1) Authorized User per Filevine License (as further detailed in Section 5.3.3 of the Sales Order).
2. **Subscription.** Subscriber acknowledges that Subscriber's and Subscriber's Authorized Users' use of the Filevine Service is subject to and limited by the terms of this Agreement, and that Subscriber's Authorized Users' right to access and use the Filevine Service is subject to their compliance with the Filevine End User Terms of Service. No additional rights are granted herein. Subscriber agrees that Subscriber shall be solely responsible for any breaches of this Agreement by any Authorized Users to whom Subscriber provides access to the Filevine Service. In the event Filevine reasonably believes that Filevine Licenses to the Filevine Services are being shared or otherwise used by more than one Authorized User per Filevine License, Filevine will require Subscriber to purchase additional Filevine Licenses, in excess of what is specified in the applicable Sales Order.
3. **Subscription Restrictions.** Subscriber agrees that Subscriber's right to use and access the Filevine Services is subject to the following restrictions:
 1. Subscriber may not make any part of the Filevine Services or Subscriber's logon credentials accessible to anyone other than Authorized Users;
 2. Subscriber may not attempt to reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods, or techniques embodied in the

Filevine Service, except to the extent expressly permitted by applicable law;

3. Subscriber may not modify, adapt, transfer, translate, assign, pledge, rent, lease, loan, sell, resell, or create derivative works based on the Filevine Service or any user interfaces related to the foregoing;
4. Subscriber may not attempt to access, upload, distribute or make available for distribution any proprietary and/or confidential Uploaded Data Files, the Filevine Services, or its related systems or networks, unless Subscriber has sufficient rights and proper authorization to do so;
5. Subscriber may not engage in any OEM, SaaS (or service bureau), time-sharing, outsourcing, application service provider or reseller or other distribution arrangements in connection with the Filevine Services;
6. Subscriber may not imply that the Filevine Service was developed, owned by, or proprietary to Subscriber or any other third party, including hiding, tampering, amending, removing or otherwise amending any Filevine proprietary markings or legends placed upon or contained within the Filevine Services or any related materials;
7. Subscriber may not use the Filevine Service, or introduce code or other items to the Filevine Service, in a manner that adversely affects the operation of Filevine's servers or other systems;
8. Subscriber may not use the Filevine Service to upload, create, access, display, manipulate, store, or distribute any Data that misappropriates or infringes the intellectual property or privacy rights of any third party;
9. Subscriber may not use or access the Filevine Service in order to (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Filevine Services;
10. Subscriber may not use the Filevine Services if it or any of its Authorized Users is directly or indirectly a competitor of Filevine; and
11. Subscriber may not otherwise use the Filevine Service in violation of the Agreement, the Documentation, or applicable law.

4. **Subscriber's Obligations**

1. **Implementation.** Subscriber shall provide a primary and secondary point of contact (the "**Filevine Administrator**") to coordinate communication and make decisions during the Filevine Services implementation process. Subscriber understands that Filevine's completion of the implementation process is entirely dependent upon Subscriber's timely and effective completion of responsibilities under the terms of this Agreement. In the event on-site implementation services are required or requested by Subscriber, Filevine may pass on any incidental travel-related expenditures to Subscriber, as agreed to and specified in a Sales Order.

1. Subscriber understands and acknowledges: (i) that its failure to engage in good faith best efforts to implement the Filevine Services shall relieve Filevine of its obligations to implement the Filevine Services within any specified period of time; (ii) that its good faith efforts, including timely and responsive communication surrounding the implementation efforts are expected and relied upon by Filevine; and (iii) Filevine cannot complete a successful and timely implementation absent Subscriber's good faith best efforts and cooperation.
2. **Third-Party Equipment/Software.** Subscriber acknowledges and agrees that to use the Filevine Service, each Authorized User will need a personal computing device, a tablet, or other computing device which has Internet access and is in compliance with any of Filevine's written specifications, as may be set forth in the Documentation. In addition, certain third-party software which is not incorporated into the Filevine Service may be required to be loaded onto such computer or other device (each such device when properly installed with the required third party software to access the Filevine Service, herein referred to as an "**Authorized Device**") for Subscriber to access, use, or enjoy the full benefit of the Filevine Service (including a compatible third party web browser). Subscriber shall be fully responsible for obtaining Authorized Devices for use by Subscriber's Authorized Users at Subscriber's own cost. Subscriber's use of such separately acquired third party software shall be in accordance with any terms and conditions of the end user license agreement provided with such software. Additionally, the Filevine Services may include certain open-source software components, each of which has its own copyright notice and license included in the applicable license file and documentation. It is Subscriber's responsibility to comply with such third-party terms and conditions. Subscriber acknowledges that Subscriber's access to and use of the Filevine Service does not carry, and Subscriber does not receive under this Agreement any license, covenant not to sue, or other rights under any third-party intellectual property rights or other rights.
3. Subscriber agrees that Subscriber shall ensure that Subscriber's use of the Filevine Services does not contain code, files or programs that may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including, without limitation, by introducing viruses or similar code into the software contained in the Filevine Services or hosted systems or servers. Filevine is not responsible for any loss or damage to Data or other property and materials of Subscriber's. Subscriber assumes all risks for the Data and other property and materials of Subscriber's and are solely responsible for protecting and backing up the same.

4. Filevine recommends accessing the Filevine through the Google Chrome web browser ("**Browser**") and ensuring that all Browser updates are installed. While not recommended, if other web browsers are used to access the Filevine Services, Subscriber shall ensure that the web browser supports HTTP/2 and TLS 1.2 or 1.3.
5. **Right to Audit.** Subscriber agrees to keep records sufficient to demonstrate Subscriber's compliance with this Agreement, including the number of Authorized Users using the Filevine Service. Filevine may, upon reasonable advance written notice to Subscriber, audit Subscriber's use of the Filevine Service. If an audit reveals that Subscriber has used the Filevine Service beyond the scope of this Agreement, or Subscriber have failed to pay any associated subscription fees for such use, then, in addition to any other remedies Filevine may have, Subscriber shall cure such breach within thirty (30) days of written notice from Filevine by paying all applicable subscription fees which were due and payable by Subscriber at the time Subscriber exceeded the scope of Subscriber's subscription or failed to pay such fees. In the event any such audit reveals that Subscriber has underpaid Filevine by an amount greater than five percent (5%) of the amounts due Filevine in the period being audited, or that Subscriber has knowingly breached any material obligation hereunder, then, Subscriber shall also pay or reimburse Filevine the cost of the audit.
6. **Privacy.** Subscriber's access to the Filevine Service may require Subscriber's Authorized Users to provide certain personal information about Subscriber or Subscriber's Authorized Users (hereinafter referred to as "**Personal Data**"). The types of Personal Data that may be collected via the Filevine Service are set forth in our Privacy Policy. Without limiting the foregoing, such Personal Data may include Subscriber's Authorized Users' Logon Credentials (as defined below), name, email address, telephone number, mailing address, organization name, employment title, and/or certain technical information about the system hardware and software that is being used by Subscriber's Authorized Users. Filevine will collect, use, and in certain limited circumstances disclose Subscriber's Personal Data (e.g. to contractors and service providers who are assisting Filevine in the operation or hosting of the Filevine Service) in accordance with our Privacy Policy. As a condition to uploading any Personal Data to the Filevine Service and/or otherwise accessing and using the Filevine Service, Subscriber is required to accept the terms of our Privacy Policy, which is incorporated herein by reference. Subscriber hereby acknowledges and agrees that Subscriber has read our current Privacy Policy which is available at www.filevine.com/privacy-policy. Subscriber acknowledges and agrees that Filevine processes such information, including Personal Data, in its capacity as data processor and that Subscriber remain at all times the data controller of such processing. Notwithstanding anything to the contrary, in Subscriber's capacity as data controller, it is Subscriber's exclusive responsibility to obtain all necessary consents to such processing, to convey the information

notices as required by applicable law, to make any necessary filings with the appropriate data protection authority(ies), to enforce and comply with any request to access and/or rectify and/or delete any Personal Data of Subscriber's Authorized Users. Subscriber agrees to indemnify and defend Filevine against any suits, actions, claims or proceedings, whether originating from Subscriber's Authorized Users, a data protection authority and/or a third party in this respect.

7. **Protection of Subscriber's Data.** Filevine will use commercially reasonable efforts to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Subscriber's Data (including Subscriber's Personal Data). Filevine will not (a) disclose Subscriber's Data except in accordance with our Privacy Policy or as otherwise expressly permitted in writing by Subscriber, or (b) access Subscriber's Data except to provide the Filevine Service and prevent or address service or technical problems, or at Subscriber's request in connection with customer support matters. Although Filevine uses reasonable efforts to safeguard the security of such information, transmissions made on or through the Internet cannot be guaranteed to be secure.
8. **Server Communication Features.** Subscriber acknowledges and agrees that the Filevine Service may contain server access restrictions, security and other technology designed to offer Subscriber features that prevent unauthorized access or use of the Filevine Service. Subscriber agrees that Subscriber will not attempt to, or encourage or assist any other person to, circumvent or modify any security technologies included as part of the Filevine Service.
9. **Logon Credentials.** Subscriber acknowledges and agrees that, if the necessary functionality is made available as part of the Filevine Service, Subscriber shall require each Authorized User to create a user account, including a username and password, or other logon credentials (altogether, "**Logon Credentials**") to access and use the Filevine Service. Each Authorized User is solely responsible for maintaining the confidentiality of his or her Logon Credentials and for all activities on the Filevine Service that occur through the use of such Logon Credentials.
10. **Additional Product Terms.** The following product terms shall apply if and only if the products and/or services below are listed in the applicable Sales Order or any amendment thereto:
 1. **Fax.** Subscriber is solely responsible for ensuring that the fax features are used in accordance with all federal, state and local laws. Subscriber understands and acknowledges that it is prohibited from using the Fax service to transmit any material that (a) infringes the intellectual property rights or rights of any third parties; (b) facilitates or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech acts to any person or entity; or (c) is offensive, inappropriate, obscene, illegal or otherwise objectionable to a person or entity. In the event Subscriber exceeds its contracted

page limit per year, overage fees may apply. Overage fees shall be charged at the Subscriber's contracted rate.

2. **Periscope.** Filevine has created the following templated periscope data sets (hereinafter, the "**Templated Periscope Data Sets**"): case management data set, intake data set, settlement data set, projected settlement data set, cycle time reports data set, user action reports data set, task reports data set, demand data set, client demographics; and any future data set created and deemed templated by Filevine.
 1. The Templated Periscope Data Sets include pre-selected Filevine data fields for standard reporting information from one project template. Requests by Subscriber for the addition of Filevine data fields, other than pre-selected data fields, may be considered custom and may result in additional scoping by Filevine. Filevine, in its sole and absolute discretion, shall determine when additional scoping is required, and which data fields are considered custom. Any additional scoping work completed, or custom data fields created by Filevine may result in additional fees to Subscriber.
 2. The Templated Periscope Data Sets are licensed to Subscriber on an individual subscription basis only; however, Subscriber shall have the option to purchase additional individual subscriptions.
 3. The selection of any Templated Periscope Data Set(s) by Subscriber becomes permanent upon execution of the Agreement by Subscriber for the duration of the Initial Term, and any applicable Renewal Term.
 4. Subscriber will not be permitted to substitute, trade, replace, swap, alternate, change, or switch any permanent/implemented Periscope Data Set(s) during Subscriber's Initial Term or any applicable Renewal Term.
3. **Lead Docket.** Should Subscriber desire to use texting/tracking phone numbers in connection with its Lead Docket Licenses, Subscriber agrees to pay a \$20.00 per month access fee (the "**Access Fee**") for each phone number. The Access Fee includes up to 1000 text messages and up to 300 minutes of voice. Additional text will be invoiced at a rate of \$0.02 per text and additional voice minutes at a rate of \$0.05 per minute in accordance with Section 5.3.1 of the Sales Order.
4. **Lead Docket Automation.** Lead Docket automations must be purchased for all existing Lead Docket users. Lead Docket automations include (a) up to one thousand (1,000) automation actions per user/per month, and (b) a walkthrough with an automations specialist of one (1) workflow consisting of no more than ten (10) actions. Such walkthrough will be completed within two (2) meetings of up to thirty (30) minutes per meeting. In the event,

Subscriber exceeds one thousand (1,000) automation actions per/user per month additional automations will be invoiced at one hundred dollars (\$100) per one thousand (1,000) actions (a total of \$0.10 per action) in accordance with Section 5.3.1 of the Sales Order

5. **Filevine Automation.** Filevine Automation includes API Permissions setup through Workato®. Filevine Automations may be purchased by Task. For the purposes of this section, a Task is defined as a unit of work that occurs every time a Workato® recipe performs an action requiring compute resources (“**Task**”). Each action, provided by a connector, will constitute one Task. In the event Subscriber exceeds the limit of its contracted Task tier in a given year, overage fees may apply. Filevine may audit Subscriber’s use of Filevine Automation at any time. If Subscriber exceeds its limit, Filevine may, in its sole discretion and in addition to the other remedies prescribed in this section, upgrade Subscriber to a higher Task tier. Overage fees shall be billed in accordance with Section 5.3.1 of the Sales Order. Subscriber understands and acknowledges that all API keys may be reviewed and audited by Filevine to ensure compliance with Filevine’s use restrictions and security requirements, as specified in this Agreement.
6. **Filevine Enterprise Automation.** Filevine Enterprise Automation includes: (a) one (1) connection to a system through an API Key and Secret (a “**Connection**”) in the Filevine developer portal; (b) API Permission setup; (c) one (1) hour of Workato® with an automations specialist; and ten (10) hours of consulting/development work. In the event Subscriber requires more than ten (10) hours of consulting/development work, Subscriber will be charged for said consulting/development work at the rate of \$350.00 USD per hour. In the event Subscriber adds additional Connections beyond the one (1) Connection identified in the applicable Sales Order, Subscriber will be charged per additional Connections. Subscriber understands and acknowledges that all Connections may be reviewed and audited by Filevine to ensure compliance with Filevine’s use restrictions and security requirements, as specified in this Agreement.
7. **Timely.** Subscriber understands and acknowledges that it is solely responsible for the proper data entry into the Timely product. Timely will generate a list of deadline chains which can be added as “Reminders” in the Filevine system or as calendar reminders. Subscriber expressly understands and acknowledges that it is solely responsible for configuring its own “Reminder” notifications within the Filevine system, or Subscriber’s reminder notifications within Subscriber’s electronic calendar. Subscriber understands and acknowledges that the use of the Timely product is prohibited unless the user is: (a) a licensed attorney; or (b) under the direct supervision of a licensed attorney. Subscriber understands and acknowledges that: (1) the court rules and other laws underlying the Timely product

may change from time to time; and (2) that Subscriber's use of the Timely product is not intended, nor should it be considered a substitute for compliance with professional duties or the use of professional judgment in reading and interpreting the court rules, which duties include an obligation on Subscriber's part to obtain a copy of the current applicable court rules for the applicable courts, and compare and evaluate the information retrieved by the use of the Timely product, in light of information about, and interpretation of, those court rules, and, obtain a copy of the holiday/court closure list for the applicable courts and apply the court rules in light of such holiday list and further test the accuracy of the information.

Subscriber understands and acknowledges that any use of Timely, other than the use for planning deadlines in the course of providing legal services is strictly prohibited. SUBSCRIBER EXPRESSLY UNDERSTANDS AND ACKNOWLEDGES THAT FILEVINE PROVIDES THE TIMELY PRODUCT FOR THE CONVENIENCE OF THE SUBSCRIBER, AND IN NO EVENT SHALL FILEVINE BE LIABLE FOR ANY LOSSES OR EXPENSES INCURRED AS A RESULT OF SUBSCRIBER'S FAILURE TO COMPLY WITH PROFESSIONAL DUTIES OR FAILURE TO PROPERLY READ, REVIEW AND INTERPRET THE COURT RULES. SUBSCRIBER ACKNOWLEDGES THAT INTERVENING CIRCUMSTANCES MAY ARISE AFTER THE DATE THAT FILEVINE PROVIDES YOU ACCESS TO THE SERVICES THAT MAY CAUSE THE SERVICE TO CEASE BEING ACCURATE AND IN NO EVENT SHALL FILEVINE BE LIABLE FOR ANY LOSSES OR EXPENSES INCURRED AS A RESULT OF SUCH INTERVENING CIRCUMSTANCES.

8. **FilevineAI.** The following product terms contain the terms and conditions governing Subscriber's use of any Filevine Artificial Intelligence tools (collectively, "**FilevineAI**"):
 1. **DemandsAI.** Subscriber acknowledges and understands that by purchasing DemandsAI, Filevine will enable the AI technology for a certified third-party partner ("Partner") to employ on Subscriber's behalf. Subscriber acknowledges and understands that the DemandsAI tool requires the addition of the following FilevineAI tools and/or other products and services: AIFields, AIBlocks, Filevine Document Assembly, and Docs+. Further, Subscriber acknowledges and understands that it must contract with a Partner to utilize the Demands.ai technology, including, without limitation, use of the Demands.ai tool. Filevine may provide Subscriber with a referral to a Partner within its certified partner network. Subscriber's use of such Partner, including payment of such Partner's fees, shall be exclusive of this Agreement, and shall

be governed and dictated strictly by the terms of a separate agreement between the Partner and Subscriber. Subscriber expressly acknowledges and understands that Filevine is neither party to, nor responsible for any obligations under, such third-party agreement, and hereby disclaims any liability associated therewith. Filevine makes no warranties or representations, express or implied, regarding the results to be attained by the use of a Partner or the AI technology and hereby disclaims any such warranties, express or implied, including, without limitation, the warranties of merchantability or fitness for a particular purpose.

2. **DemandsAI Subscription.** DemandsAI Subscription is an AI-leveraged tool for the generation of demand letters and related correspondence (each a “Demand”). Subscriber acknowledges and understands that by purchasing a DemandsAI Subscription, Filevine will enable the AI technology for a Partner to employ on Subscriber’s behalf. Subscriber acknowledges and understands that the DemandsAI Subscription platform requires the addition of the following FilevineAI tools and/or other products and services: AIFields, AIBlocks, Filevine Document Assembly, and Docs+. DemandsAI Subscription will include 10 AIBlocks at no extra charge for each Demand submitted. In the event Subscriber exceeds its number of purchased Demands in any given year, overage fees may apply. Overage fees shall be charged at Subscriber’s then-current rate per Demand and will be invoiced in accordance with Section 5.3.1 of Subscriber’s Sales Order.
3. **AIBlocks.** AIBlocks will be charged at the rate shown in Subscriber’s Sales Order or an amendment thereto. Notwithstanding anything to the contrary contained herein, AIBlocks operates on a usage-basis and the associated fees will be charged to Subscriber’s credit card up to daily in arrears. Subscriber will be charged for actual usage and there are no minimum requirements or overage charges. Subscriber shall provide valid credit card information and authorization before AIBlocks will be activated. Filevine reserves the right to invoice such charges at its discretion.
4. **AIBlocks User Licenses.** AIBlocks User Licenses will be charged on a per user per month basis at the rate shown in Subscriber’s Sales Order or an amendment thereto and will include unlimited use of AIBlocks.
5. **AIFields.** AIFields will be charged at the rate shown in Subscriber’s Sales Order or an amendment thereto. Notwithstanding anything to the contrary contained herein, AIFields operates on a usage-basis and the associated fees will be charged to Subscriber’s credit card up to daily in

arrears. Subscriber will be charged for actual usage and there are no minimum requirements or overage charges. Subscriber shall provide valid credit card information and authorization before AIFields will be activated. Filevine reserves the right to invoice such charges at its discretion.

6. AIFields+. AIFields+ will be charged as a minimum commitment at the rate shown in Subscriber's Sales Order or any amendment thereto. In the event Subscriber exceeds its minimum commitment per year, overage fees may apply. Overage fees shall be charged at Subscriber's then-current rate and will be invoiced monthly in arrears.
7. AIFields+ for Projects. AIFields+ for Projects will be charged on a per project basis at the rate shown in Subscriber's Sales Order or any amendment thereto. Subscriber will receive 5000 AI Actions per project. In the event Subscriber exceeds the allotted AI Actions per project, Subscriber will be invoiced for, and allotted, an additional 5000 AI Actions at Subscriber's then-current rate per project. Subscriber will be invoiced the month following the date Subscriber exceeded the allotted AI Actions.
8. For purposes of the Agreement, "AI Action" means the number of pages in a document multiplied by the number of AIFields utilized. By way of example only, if you upload a 50-page medical record, and you initiate three AIFields (e.g., CPT Codes, ICD 10 Codes and Pain Score Summary), you would be processing 150 AI Actions.
9. In order to provide FilevineAI, including without limitation, DemandsAI, AIBlocks and AIFields, Filevine may rely on AI technology provided by third-party AI providers. By using Filevine AI, Subscriber acknowledges that AI-generated information is made available solely for general information purposes. Subscriber should independently fact check AI-generated information. Filevine does not warrant the accuracy, currency, completeness, or usefulness of AI-generated information. Any reliance Subscriber places on such information is strictly at its own risk. Filevine disclaims all liability and responsibility arising from any reliance placed on such materials.

11. Partner Implementation and Migration.

1. Subscriber expressly acknowledges and understands that once Subscriber is provided access to the Filevine Services they can immediately use the full functionality of the core software. However, if

Subscriber desires to avail itself of custom processes suited to its unique data and workflows, Subscriber must be fully implemented.

2. Unless otherwise provided in the applicable Sales Order, Subscriber acknowledges and understands that Filevine will not perform or provide any implementation services and/or data migration services directly to or on behalf of Subscriber. Such implementation services and/or data migration services must be performed and provided by a third-party Filevine-certified implementation partner (the “**Implementation Partner**”). Filevine may provide Subscriber with a referral to such an Implementation Partner, who can perform and provide implementation and/or data migration services to Subscriber. Subscriber’s use of such Implementation Partner, including payment of Implementation Partner’s fees, shall be exclusive of this Agreement, and shall be governed and dictated strictly by the terms of a separate agreement between Implementation Partner and Subscriber. Subscriber expressly acknowledges and understands that Filevine is neither party to, nor responsible for any obligations under such third-party agreement, and hereby disclaims any liability associated therewith, and Filevine makes no warranties or representations, express or implied, regarding the results to be attained by the use of such third-party implementation services and hereby disclaims any such warranties, including, without limitation, the warranties of merchantability or fitness for a particular purpose. By signing this Agreement, Subscriber represents that it has contracted with an Implementation Partner, or that it will contract with an Implementation Partner within thirty (30) days following the execution of this Agreement and will use its best efforts to be implemented as soon as practicable. Subscriber’s failure to contract with an Implementation Partner will not cancel, suspend, or terminate Subscriber’s obligation to pay fees under this Agreement for the remainder of the Term.

3. **Term and Termination.**

1. **Term of Agreement.** This Agreement shall remain in effect for the Term specified in Subscriber’s Sales Order unless terminated sooner in accordance with this Agreement. If the applicable Sales Order is silent as to renewal terms, all subscriptions shall automatically renew for additional one (1) year renewal periods, unless either party provides thirty (30) days’ prior written notice of its intent not to renew prior to the end of the then-current Term. Failure by Subscriber to comply with any terms of this Agreement, including any implementation requirements for any Filevine Services, shall not delay or modify the Term or any of Subscriber’s payment obligations hereunder or under any Sales Order.
2. **Termination.** In the event Filevine reasonably suspects that illegal activity is occurring, or reasonably believes that a material security risk has, or will, occur, Filevine reserves the right, without any prior notice and without

liability for any resulting consequential damages, in its sole and reasonable discretion, to terminate Subscriber's access to the Products and/or Services. Either party may terminate this Agreement immediately upon notice to the other party if the other party commits a non-remediable breach, or if the other party fails to cure a remediable breach within ninety (90) days after being notified in writing of such breach, unless such breach is non-payment of fees due hereunder, in which case such breach must be cured within ten (10) days after being notified.

3. **Effects of Termination.** Upon termination of this Agreement, all subscriptions granted to Subscriber hereunder shall terminate and Subscriber's Authorized Users shall immediately cease all use of the Filevine Service. Except as otherwise expressly set forth in Section 8.1, any early termination of this Agreement does not cancel, suspend or terminate the obligation to pay fees for the remainder of the Term, and all fees paid in advance are non-refundable and Subscriber will not be entitled to a pro rata refund of any portion of such fees. Filevine shall have no obligation to retain any Uploaded Data Files more than thirty (30) days after termination or expiration.
 4. **Uploaded Data Files Backup.** Filevine shall not be obligated to store any Uploaded Data Files for more than thirty (30) days following the expiration or termination of this Agreement by either party. Within twenty (20) days following the date of termination or expiration, Subscriber shall notify Filevine, in writing, whether it would like the Uploaded Data Files: (i) destroyed; or (ii) returned to Subscriber in a mutually agreed-upon format. Subscriber shall be solely responsible for all costs associated with such return. Upon written request, Filevine will provide to Subscriber a written certification of the deletion/destruction of Uploaded Data Files. Filevine shall be permitted to retain copies of any Uploaded Data Files for archival, legal and/or regulatory purposes. For the avoidance of doubt, Filevine may also continue to use data or information from Uploaded Data Files as Anonymized Data (as defined in Section 7.2).
 5. **Surviving Provisions.** Sections 2.5, 3, 6, 8, 9 and 10 of this Subscription Agreement and Sections 5.1 and 5.3 of the Sales Order will survive any termination of this Agreement, together with any payment obligations owed by Subscriber to Filevine for Filevine Service and/or services under any Schedules or Addendums received prior to the effective date of termination.
4. **Pricing and Payment Terms.** All prices and terms contained are set forth in the applicable Sales Order and are to be regarded as Confidential Information of Filevine and are not to be disclosed to any third party without the express written consent of Filevine.
 5. **Service Support**
 1. **Technical Support.** Filevine shall provide Subscriber with unlimited access to the Filevine Help Center. Subscriber will also have access to email-based and online chat-based technical support services during Filevine's regular

business hours, 7:00 a.m.- 6:00 p.m. Monday to Friday U.S. Mountain Time, excluding U.S. holidays.

2. **Availability.** Filevine will use commercially reasonable efforts consistent with prevailing industry standards to make the Filevine Service available at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term, except for: (a) scheduled maintenance; (b) unplanned downtime or (c) any unavailability caused by circumstances beyond Filevine's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, pandemics, civil unrest, acts of terror, strikes or other labor problems, Internet or other cloud service provider failures or delays, or denial of service attacks.

6. Confidentiality

1. During the term of this Agreement, neither party shall (i) disclose to any unaffiliated third party any Confidential Information (provided Filevine may disclose any Data which constitutes Confidential Information in accordance with its Privacy Policy); or (ii) use the Confidential Information for any purpose other than that indicated in this Agreement without the Disclosing Party's prior written approval. The Receiving Party agrees to maintain the confidentiality of the Confidential Information disclosed by the Disclosing Party, using the same degree of care that it uses to protect its own confidential information (but in no event less than a reasonable degree of care), the Receiving Party agrees to notify the Disclosing Party promptly of any unauthorized disclosure of Confidential Information and to assist the Receiving Party in remedying any such unauthorized disclosure. The Receiving Party agrees that all persons having access to the Confidential Information under this Agreement will abide by the obligations set forth in this Agreement. Nothing in this Agreement shall be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure shall timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure shall permit the other party to attempt to limit such disclosure by appropriate legal means.
2. Neither party will disclose to the other party any third-party confidential information without first obtaining the written consent of such third party.
3. All Confidential Information disclosed hereunder shall remain the sole property of the Disclosing Party and the Receiving Party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement.
4. Filevine may contract with third parties or subcontractors as Filevine deems appropriate to perform its obligations and/or services under this Agreement, including without limitation marketing assistance, e-mail delivery, hosting, back-up and recovery services, customer service, implementation, data

migration and data analysis and shall have the right to disclose Subscriber's Confidential Information to such third party in connection with their performance of services on Filevine's or Subscriber's behalf. Filevine will require any third-party service providers or subcontractors maintain the confidentiality of the information disclosed to them and such third parties or contractors are not permitted to use Confidential Information for any purpose other than to provide services to Filevine. Filevine will remain primarily liable to Subscriber for the performance of such subcontractors; provided, however, that this sentence does not apply to any third party with whom Subscriber directly contracts for implementation, migration or other services.

5. The parties agree that unauthorized use or disclosure of Confidential Information would be a material breach of this Agreement, may cause irreparable harm to Disclosing Party and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of posting any bond.
6. The provisions in this Section 6 shall survive for seven (7) years after termination of this Agreement, except that with respect to any Confidential Information that constitutes a trade secret as defined under applicable law, the receiving party will continue to be bound by its obligations under this Section 6 for so long as such information continues to be eligible for trade secret protection under applicable law, but in no event for a period of less than the seven (7) year period specified immediately above.

7. Ownership; Feedback

1. **Filevine Ownership.** As between Filevine and Subscriber, Filevine retains all rights, title, and interest (including all Intellectual Property Rights and other rights) in and to the Filevine Service and all equipment, infrastructure, websites, materials or deliverables provided to Subscriber by Filevine, including any updates of any of the foregoing, any intangible ideas, residual knowledge, concepts, know-how and techniques related to or learned from its performance and provision of the Filevine Services, and any feedback submitted by Subscriber in accordance with Section 7.3 regarding Filevine's current or future products or services, subject only to the limited rights expressly set forth in Section 2.1 of this Agreement. Subscriber does not acquire any other rights, express or implied, in the Filevine Service other than those rights expressly granted under this Agreement.
2. **Ownership of Subscriber's Data.** Filevine does not claim any ownership rights to any Uploaded Data Files created by Authorized Users, which are and shall continue to be the sole and exclusive property of Subscriber or Authorized Users, as applicable. Notwithstanding anything in the Agreement to the contrary, Filevine shall have the right to collect and analyze Subscriber's Data and other content or information relating to the provision, use and performance of various aspects of the Filevine Service and related systems, technologies and offerings, and Filevine will be free (during and after the term of the Agreement) to (i) use, access, store, copy, display and transmit such data, content and information to improve and enhance the

Filevine Service and for other development, diagnostic and corrective purposes in connection with the Filevine Service and other Filevine technologies and offerings, (ii) otherwise use and disclose such data, content and information in accordance with Filevine's Privacy Policy, and (iii) use and share such data in aggregate or other de-identified form ("**Anonymized Data**") in connection with its business, including, without limitation, for artificial intelligence training purposes. Anonymized Data will not be considered Subscriber's Confidential Information. No rights or licenses are granted except as expressly set forth herein, and Subscriber represents and warrants that it has the right to grant Filevine these rights.

3. **Feedback.** If Subscriber elects to provide any feedback or comments to Filevine related to the Filevine Service ("**Feedback**"), all of Subscriber's Feedback shall be the sole and exclusive property of Filevine, and Filevine shall have the right to use and disclose such Feedback in any manner and for any purpose in Filevine's discretion without remuneration, compensation or attribution to Subscriber, provided that Filevine is under no obligation to use such Feedback.
4. **Customer Lists.** Notwithstanding anything herein to the contrary, Filevine may (i) during the Term, display Subscriber's name and logo on its website and related marketing assets as a customer of the Filevine Service, and (ii) use and publish Subscriber's user's testimonials and Feedback regarding the Filevine Service in publications, presentations and marketing assets used by Filevine.

8. **Limited Warranty; Limitation of Liability**

1. **Limited Warranty.** During the Term, Filevine warrants that the Filevine Service will function in substantial accordance with its written specifications and Documentation. In the event of a material breach of Filevine's warranty of this Section 8.1, Filevine agrees to use commercially reasonable efforts to cause the Filevine Service to function in substantial accordance with its specifications and Documentation. If Filevine notifies Subscriber that it is unable to remedy any material breach of this warranty, Subscriber or Filevine shall have the right to terminate the affected service and, upon such termination, Filevine will refund to Subscriber a pro rata portion of any fees Subscriber prepaid for the canceled service based on the remaining unused portion of the Term for the canceled service. For any breach of the warranty above, Subscriber's sole and exclusive remedy shall be as provided in this Section 8.1.
2. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SUBSCRIPTION AGREEMENT, THE FILEVINE SERVICE AND SERVICES PROVIDED HEREUNDER (INCLUDING ANY SERVICES PROVIDED UNDER ANY SCHEDULES OR ADDENDUMS TO THE SUBSCRIPTION AGREEMENT) ARE PROVIDED "AS IS", "AS-AVAILABLE", WITH ALL FAULTS, AND FILEVINE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING

THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FILEVINE OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SUBSCRIPTION AGREEMENT, SUBSCRIBER'S USE OF THE FILEVINE SERVICE IS ENTIRELY AT SUBSCRIBER'S OWN RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH SUBSCRIBER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO SUBSCRIBER. FILEVINE IS NOT A LAW FIRM OR LEGAL SERVICES PROVIDER, AND DOES NOT AND CANNOT PROVIDE ANY LEGAL ADVICE, EXPLANATION, OPINION OR OTHER RECOMMENDATION ABOUT CONTRACT STRATEGY OR THE MEANING OF TERMS IN ANY CONTRACT GENERATED BY THE SERVICES OR OTHERWISE.

3. **Limitation of Liability.** EXCEPT TO THE EXTENT THE FOLLOWING LIMITATION OF LIABILITY IS PROHIBITED BY LAW, FILEVINE'S, AND ITS EMPLOYEES', OFFICERS', DIRECTORS', STOCKHOLDERS', AGENTS', SUCCESSORS', ASSIGNS', AFFILIATES', CONSULTANTS' AND SUPPLIERS' (COLLECTIVELY, THE "FILEVINE ENTITIES") TOTAL LIABILITY TO SUBSCRIBER SHALL BE LIMITED TO DIRECT DAMAGES SUSTAINED BY SUBSCRIBER UP TO A MAXIMUM AMOUNT OF THE FEES PAID BY SUBSCRIBER TO FILEVINE UNDER THIS SUBSCRIPTION AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED THAT, REGARDLESS OF ANY STATUTE OR LAW, NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT MAY BE BROUGHT BY SUBSCRIBER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR REASONABLY OUGHT TO HAVE BEEN DISCOVERED BY SUBSCRIBER; FURTHERMORE, NO FILEVINE ENTITY NOR ANY OF ITS LICENSORS SHALL BE LIABLE TO SUBSCRIBER FOR SERVICES PERFORMED BY AN IMPLEMENTATIONS PARTNER, PERSONAL INJURY, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF GOODWILL OR LOST PROFITS), UNDER ANY THEORY

OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THIS SUBSCRIPTION AGREEMENT (INCLUSIVE OF ANY SCHEDULES AND/OR ADDENDUMS HEREUNDER), EVEN IF FILEVINE HAS BEEN ADVISED OF THE RISK OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO SUBSCRIBER. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 8.3 AND IN THE OTHER PROVISIONS OF THIS SUBSCRIPTION AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE ESSENTIAL ELEMENTS OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH FILEVINE WOULD NOT HAVE ENTERED INTO THIS SUBSCRIPTION AGREEMENT.

4. **Use of API Keys.** Subscriber acknowledges and agrees that if Filevine grants Subscriber access to any Filevine API, Subscriber assumes all responsibility for the actions of any person or entity with whom Subscriber shares such API access.
5. **Use of Calendar Function.** If Subscriber uses the Filevine calendar feature, Subscriber acknowledges that it is solely responsible for: (i) its own proper data entry; (ii) maintaining any and all said calendar entries; and (iii) maintaining its own mandated deadlines, including but not limited to statutory deadlines. Filevine is not responsible for any misuse of the calendar functionality or any issues that arise from such aforementioned misuse.
6. **Third Party Services.** As a part of the Filevine Services, Filevine may offer links to, or include within such Filevine Services, certain software, services, or information by or from other third parties ("**Third-Party Services**"). Such Third-Party Services are licensed to Subscriber, and Subscriber agrees that its use of such Third-Party Services is subject to and will comply with the license terms of such Third-Party Service and the terms of this Subscriber Agreement. Filevine is not liable or responsible for any acts or omissions created or performed by these Third-Party Services. The Third-Party Services are provided "as is" and Subscriber will have no remedy against Filevine with respect to any Third-Party Service.
7. **Disclaimer for Third-Party Services.** Filevine is not the publisher of information supplied by Third-Party Services. FILEVINE ASSUMES NO RESPONSIBILITY AND MAKES NO REPRESENTATIONS, WARRANTIES, RECOMMENDATIONS, ENDORSEMENTS OR APPROVALS WITH REGARD TO SUCH THIRD-PARTY INFORMATION.

9. Indemnity

1. **Subscriber's Indemnity Obligations.** Subscriber agrees to indemnify, defend and hold harmless Filevine and its officers, directors, employees, stockholders, agents, representatives, successors and assigns from and against any and all losses, claims, costs, demands, damages, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, liabilities or expenses of whatever kind, including, but not limited to, reasonable attorneys' fees and costs ("**Losses**") arising from any third party suits, actions, claims, or proceedings ("**Claims**"): (i) alleging that the content and/or Data (including Personal Data) infringes or misappropriates a third party's intellectual property, privacy or other rights; (ii) resulting from Subscriber's or Subscriber's Authorized User's use of the Filevine Service; (iii) resulting from Subscriber's or Subscriber's Authorized Users', employees' or agents' breach of or failure to comply with or fulfill any term, condition, representation, or covenant under this Agreement; or (iv) any failure by Subscriber or its employees, agents or Authorized Users to comply with any applicable federal, state or local laws, regulations or codes applicable to Subscriber's obligations under this Agreement or use of the Filevine Services.
2. **Filevine's Indemnity Obligations.** Filevine agrees to indemnify and defend Subscriber from and against any Claim initiated by a third party alleging that Subscriber's use of the Filevine Service in accordance with the terms of this Agreement infringes any United States patents of which Filevine is aware, any copyrights of any third party or trade secret rights, provided, however, that Filevine shall not be obligated to indemnify and defend Subscriber from and against any Claim to the extent arising from (i) any matter for which Subscriber are obligated to indemnify Filevine pursuant to Section 9.1 above; (ii) use of the Filevine Service with any other software or service not provided by Filevine, if, but for such combination, the use of the Filevine Service would not have been infringing; and/or (iii) use of the Filevine Service under a Trial/Evaluation Subscription. In addition, Subscriber shall be obligated to notify Filevine promptly upon learning of any Claim for which Subscriber are seeking indemnification pursuant to this Section 9.2, and Subscriber must provide Filevine with sole control and authority over the defense and/or settlement of the Claim, subject to Subscriber's provision of reasonable assistance at the request of Filevine and at Filevine's expense. Should the Filevine Service become or, in Filevine's reasonable opinion is likely to become, the subject of any Claim, Filevine may, at its option and expense, either: (a) procure for Subscriber the right to continue to use the Filevine Service as contemplated by this Agreement, (b) replace or modify the Filevine Service to make its use in accordance with this Agreement non-infringing, or (c) with thirty (30) days' notice to Subscriber, terminate this Agreement and refund to Subscriber any prepaid subscription fees covering the remainder of the Term after the effective date of termination.
3. **Exclusive Remedy.** This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section 9.

10. General Terms

1. **Governing Law; Dispute Resolution.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the internal laws of the State of Utah without giving effect to any choice of law rule. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. Except as set forth in this Section 10.1, each party hereby irrevocably consents to the mandatory and exclusive personal jurisdiction and venue of the state and federal courts located in Salt Lake County, Utah, with venue proper only in Salt Lake County, Utah. Except for: (i) the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or to prevent irreparable harm; or (ii) the right of Filevine to enforce its right to collect amounts due under this Agreement, any claim or controversy arising out of or relating in any way to this Agreement or to a breach of this Agreement, shall be finally, and exclusively, settled by binding arbitration in Salt Lake City, Utah. The arbitration shall be held before one arbitrator under the Commercial Arbitration rules of the American Arbitration Association (“AAA”) in force at that time. The arbitrator shall be selected pursuant to the AAA rules. The arbitrator shall apply the substantive law of the State of Utah, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefor. The prevailing party shall be entitled to receive from the other party all attorneys’ fees and costs incurred. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Utah. The AAA Commercial Arbitration Rules can be found at www.adr.org/Rules.
2. **Severability and Waiver.** If any provision of this Agreement is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
3. **Assignment.** Subscriber may not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Filevine which may be withheld at Filevine’s discretion. Any purported assignment, transfer or delegation by Subscriber shall be null and void. Filevine shall have the right to assign this Agreement without Subscriber’s consent and without prior notice to Subscriber. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

4. **Notice.** Any notice in connection with this Agreement shall be given in writing and must be: (i) hand delivered; (ii) sent via first class registered mail, postage prepaid; (iii) sent by an internationally recognized overnight air courier, postage prepaid, or (iv) by electronic mail, in the case of notices to Subscriber, to the electronic mail address provided by Subscriber and, in the case of notices to Filevine, to legal@filevine.com. Notices will be considered to have been given at the time of actual delivery in the case of hand delivery, two (2) business days after depositing in the mail as set forth above or one (1) day after delivery to the overnight courier, or immediately upon delivery by electronic mail. Notices sent to Subscriber shall be sent to its address as set forth on the first page of the Sales Order, to the electronic mail address set forth on the first page of the Sales Order, or to such physical or electronic mail address as subsequently modified by written notice given in accordance with this Section 10.4. Notices given to Filevine shall be sent to 1242 Wilmington Ave. #100, Salt Lake City, Utah 84106, Attn: Legal Department.
5. **Legal Compliance; Export Administration; and Government Users.** By accepting this Agreement Subscriber represents and warrants that Subscriber and Subscriber's Authorized Users (i) are not located in a jurisdiction that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and will not use the Filevine Service in such jurisdictions; (ii) are not listed on any U.S. government list of prohibited or restricted parties; and (iii) will comply fully with all relevant export laws and regulations of the United States, including, without limitation, the U.S. Export Administration Regulations (collectively "**Export Controls**"). If Subscriber is an agency or instrumentality of the United States Government, the Filevine Service and the software accessed there through constitutes "commercial computer software" and the Documentation constitutes "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction, and disclosure of the Filevine Service, the software accessed there through and Documentation are governed by the terms of this Agreement. The manufacturer of the software accessed through the Filevine Service is Filevine with an address at 1242 Wilmington Ave. #100, Salt Lake City, Utah 84106.
6. **Conflicts.** In the event of any conflict or inconsistency between this Agreement and the Filevine Service End User Terms of Service, the terms of this Agreement shall control and prevail to the extent of such conflict or inconsistency.
7. **Injunctive Relief.** Subscriber acknowledges and agrees that a breach or threatened breach of any covenant contained in this Agreement would cause irreparable injury, that money damages would be an inadequate remedy and that Filevine shall be entitled to temporary and permanent injunctive relief, without the posting of any bond or other security, to restrain Subscriber, from such breach or threatened breach. Nothing in this Section 10.7 shall be construed as preventing Filevine from pursuing any and all

remedies available to it, including the recovery of money damages from Subscriber.

8. **Independent Contractor.** Filevine's relationship with Subscriber will be that of an independent contractor. It is agreed and understood that neither party is the agent, representative, nor partner of the other and neither party has any authority or power to bind or contract in the name of or to create any liability against the other in any way or for any purpose pursuant to this Agreement. Nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other, constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners, or otherwise as participants in a joint undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
9. **Language.** English is the language of this Agreement, and all communications and proceedings must be conducted in English. If this Agreement is translated, then the English language version will control.
10. **Modifications.** Filevine may modify this Agreement from time to time in which case Filevine will update the "Last updated" date at the bottom of this Agreement. If material changes are made, Filevine will use reasonable efforts to attempt to notify Subscriber, such as by e-mail and/or by placing a prominent notice on the first page of this Agreement. However, it is solely Subscriber's responsibility to review this Agreement from time to time to view any such changes. The updated Agreement will be effective as of the time of posting, or such later date as may be specified in the updated Agreement. Subscriber's continued access or use of the Filevine Services after the modifications have become effective will be deemed Subscriber's acceptance of the modified Agreement.
11. **Entire Agreement.** The Agreement is the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and understandings between the Parties including, without limitation, any prior or subsequent purchase orders, requests for proposals, invoice, receipt, correspondence, acceptance or otherwise proffered by the Subscriber, unless each party mutually and expressly agrees to such provision in writing. To the extent there is a conflict between the terms of this Agreement and any of the foregoing, the terms of this Agreement shall prevail.

Last updated: July 7, 2023

REVISED STANDARD TERMS AND CONDITIONS

By shipping on this Purchase Order Contract, Vendor warrants that they have read and agree to be bound by these terms and conditions.

1. Taxes: County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.

2. Alterations: No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior written consent of the County.

3. Failure to Deliver:

4. Force Majeure: Vendor shall not be liable for any delay or failure to deliver any or all the goods or services if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.

5. Proposal, Quotation and Attachments: This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

6. Warranty:

6.1 Warranty for Services: Vendor warrants to County that any and all materials and equipment incidental to services that are furnished under this contract will be new unless otherwise specified. During the Term, Vendor warrants that the Services (as defined in the Filevine Subscription Agreement) will function in substantial accordance with its written specifications and Documentation. In the event of a material breach of Vendor's warranty of this section, Vendor agrees to use commercially reasonable efforts to cause the Service to function in substantial accordance with its specifications and Documentation. If Vendor notifies County that it is unable to remedy any material breach of this warranty, County or Vendor shall have the right to terminate the affected service and, upon such termination, Vendor will refund to County a pro rata portion of any fees County prepaid for the canceled service based on the remaining unused portion of the Term for the canceled service.

7. Termination:

8. Invoice: Purchase Order number must appear on all invoices, packing lists, shipping notices, and any correspondence. Invoices must be fully itemized. A separate invoice shall be provided for each Purchase Order.

9. Payment Terms & Cash Discounts: Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered. Payment on partial deliveries or services may be made when requested by the Vendor and approved by the County. Payment shall be made within thirty (30) days following County's receipt of itemized invoices. For any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received, whichever is later. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check.

10. Assignment: This contract may not be assigned in whole or in part without the prior written consent of the County, provided that either party may assign this contract to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets

11. Independent Capacity: In the performance of this contract, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.

12. Indemnity: The Vendor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, which are claimed by third parties resulting from (i) allegations that County's use of the Service, in accordance with the terms of the Filevine Sales Order (the "Agreement"), infringes any United States patents of which Vendor is aware, or any copyrights of any third party or trade secret rights, or (ii) Vendor's breach of the Agreement. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

13. Nondiscrimination: Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.

14. Infringement: The Vendor agrees to defend and hold the County, its officers, agents, employees and volunteers harmless from any and all actions, suits, liabilities, penalties, settlements, losses, damages, costs, charges,

attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products or services supplied by Vendor infringes any patent, copyright, trade secret, trademark, or other intellectual property right.

15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California excluding the law of conflicts. Any action arising out of this contract shall be brought in El Dorado County, California and shall be resolved in accordance with the laws of the state of California.

16. Funding: Funds for this contract are available on a fiscal year basis. Should sufficient funds not be budgeted and appropriated for the payment of goods or services described herein, this contract shall be cancelled in its entirety without penalty or expense to the County of any kind, except for payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.

17. Business License: It is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.

18. Inspection, Acceptance, and Returns:

19. Permits, Licenses, and Other Requirements. Vendor shall comply with all applicable federal, state, and other laws, rules, regulations, ordinances, and orders in the performance of this contract. Vendor shall be in full compliance with all permit or licensing requirements in connection with the sale, shipment, and/or installation of the goods or performance of the services herein.

20. Insurance. When specified herein and/or when specified by bid or quote documents that are incorporated herein by reference, failure to maintain the required insurance coverage shall be deemed a remediable breach of this contract.

21. Severability. If any provision of this contract is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will continue in full force and effect, without being impaired or invalidated in any way.