



COUNTY OF EL DORADO

Purchase Contract

Fiscal Year 2023

Page 1 of 1

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ABACUS DATA SYSTEMS INC
3262 HOLIDAY COURT SUITE 101/102
LA JOLLA, CA 92037

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Contract # 7741

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE
https://edcgov.us/Government/Contracts/Pages/po_terms_conditions.aspx

For Period: 6/29/2023 To Perpetual

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed) amount.

NTE: \$19,284.48

PRICING PER QUOTE #103132

EXHIBIT "A" IS INCORPORATED HEREIN AND MADE BY REFERENCE A PART OF THIS PURCHASE ORDER CONTRACT. TO THE EXTENT THAT THE TERMS AND CONDITIONS OF THE VENDOR CONFLICT WITH THE TERMS AND CONDITIONS OF THE COUNTY, THE TERMS AND CONDITIONS OF THE VENDOR, LISTED ON EXHIBIT B, SHALL PREVAIL, EXCEPT FOR ANY REFERENCE MADE TO THE "CONFIDENTIALITY", IN EXHIBIT "A" IN WHICH CASE THIS PURCHASE ORDER CONTRACT IS SUBJECT TO DISCLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Exhibit "B" is incorporated to and made a part of this Purchase Order Contract.

Contract Administrator: Yvette Wencke, Older Adult Services & Veteran Services Program Manager, or successor.

Print Name: Eric Hart

Print Name: Wendy Thomas

Title: General Counsel

Title: Chair, Board of Supervisors

Signature: 

Signature: 

Date: 08/22/2023 | 1:29 PM PDT

Date: 11-7-23

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.

Exhibit A

- 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:** Time is of the essence and the contract is subject to cancellation for failure to deliver on time. If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by County. If a greater price than named in this contract is paid for such article or service, the excess cost will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified in this contract, the Vendor shall give prior notification and obtain approval thereto from the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.
- 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 Goods:** Vendor warrants that any and all goods covered by this contract will be (i) new and suitable for the use intended, unless otherwise specified; (ii) will conform to the drawings, specifications, samples, description and time provisions furnished by the County; (iii) of the grade and quality specified; (iv) free from defect in design, material and workmanship; and (v) in compliance with all applicable federal, state and local laws and regulations. At County's option, Vendor shall repair or replace the goods without charge within five (5) business days from being notified of the nonconformance with the foregoing warranties. If, after notice, the Vendor cannot promptly replace or repair the goods Vendor shall refund the full purchase price paid by County for such goods. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.
- 6.2 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 and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.
- 7. Termination:** At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of 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 forty-five (45) 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.
- 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, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. 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 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:** Goods or services shall be subject to County inspection, approval, and acceptance notwithstanding any prior payment for such goods or services. No goods shall be deemed accepted until County had reasonable opportunity to inspect said goods or services. If rejected as nonconforming or defective, County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee, or to request a replacement by a specified date. Substitutions are not permitted except upon specific written authorization of County. Defective product or product under warranty may not always be returned in the original package.
- 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 material 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.

22. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

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

CARET

We have prepared a quote for you

AbacusLaw by CARET

Quote # 103132
Version 1

Prepared for:

County of El Dorado

Michelle Weimer
michelle.weimer@edcgov.us

Prepared by:

Caret

Jeah Avila
javila@getcaret.com

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AbacusLaw

Description	Recurring	Qty	Ext. Recurring
ABACUSLAW BDL USER AbacusLaw User (On-Prem), AL User Includes DB Secure, Document Management, Accounting, Mobile App, Client Portal, Integrations, and 1 PAK/PAL/Rule.	\$133.92	4	\$535.68

Monthly Subtotal: **\$535.68**

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AbacusLaw by CARET

Proposal Information:**Proposal #:** 103132

Version: 1

Delivery Date: 06/01/2023

Expiration Date: 06/28/2023

Prepared for:**County of El Dorado**

937 Spring Street

Placerville, CA 95667

Michelle Weimer

michelle.weimer@edcgov.us

Prepared by:**Caret**

Jeah Avila

(800) 726-3339

javila@getcaret.com

Client Type: Existing**Requested Go Live Date:****Solution:** AbacusLaw**Migrating:** No**Term:** 36 Months**Order Type:** Renewal**Already Existing Customer:** Existing**PPOC:** Brian Michaelson

Proposal Summary

Monthly Expenses Summary

Description	Amount
AbacusLaw	\$535.68

Monthly Total: **\$535.68 USD**

*Abacus Data Systems, Inc. ("CARET") may be required to charge sales tax on any and all charges set forth herein pursuant to certain state and local sales tax laws. Any such taxes will be in addition to the amounts set forth herein. Where Client pays its Monthly Recurring Charges by ACH a 2% discount shall apply. Where Client pays its Annual Recurring Charges in advance by ACH, a 4% discount shall apply. Must qualify for ACH payments to receive discount, US billing addresses only.

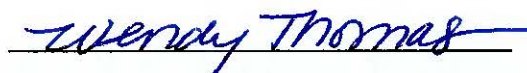
CARET ORDER FORM

By executing this Order Form, Client hereby understands that it is entering into a binding contract with CARET to create a CARET Subscription for the products and services listed above. This Order Form supersedes all prior agreements between Client and CARET related to any of the products and services purchased herein (if any).

CARET Software Subscriptions shall be governed by the CARET Software Terms set forth at <https://www.getcaret.com/softwareterms>. CARET Cloud Subscriptions shall be governed by the CARET Cloud Terms set forth at <https://www.getcaret.com/cloudterms>. All Professional Services related to CARET products and services (which includes but is not limited to modifications, customizations, data migration, data importation and training) shall be rendered pursuant to a separate Statement of Work ("SOW"), a distinct agreement from Client's CARET Subscription, and governed by the Professional Services Terms set forth at <https://www.getcaret.com/proservterms>. This Service Order Form may be executed with written or electronic signature and delivered by facsimile or as a pdf or e-mail. Client further agrees that such approval shall constitute Client's signature. If so executed and delivered to CARET, the document shall be treated as an original and binding copy of this Order Form. Any handwritten or other changes inserted by or on behalf of Client are expressly invalid and shall have no effect.

County of El Dorado

Signature:



CARET

Name:

~~Laura Schwartz~~ Wendy Thomas, Chair

Date:



CARET Software Terms

Where CARET software products are purchased by Client via a fully executed Order Form or through a website managed by CARET or its Affiliates which incorporates these CARET Software Terms (“Terms”), the following terms and conditions shall govern Client’s **CARET Software Subscription**. The products and services described in these terms will be provided by CARET and its Affiliates as set forth below.

1. CARET Software Subscription– All CARET Software items purchased by Client in a fully executed Service Order Form or Service Order Addendum (collectively an “Order Form”) shall be part of Client’s CARET Software Subscription and subject to these Terms. Client’s license to use the products and receive Support are contingent on Client making timely Payments as set forth below. Only where Client and CARET have negotiated and executed a separate set of terms (e.g. a Master Services Agreement) attached to a fully executed Order Form, will these Terms not apply. To the extent CARET has offered a Modification in a signed Order Form governed by a prior set of terms, that Modification will prevail over the logically equivalent section in the terms below.

2. Grant of License– CARET grants Client a non-exclusive, limited, and non-transferable license to use the products and services that comprise Client’s CARET Subscription subject to Client making its Payments. Unless otherwise specified on the applicable Order Form, this license is limited to one runtime and/or repository instance. Additional payment or subscription is required for each additional runtime and/or repository instance. Separate license fees and validation codes are required for each business entity to use any of the products that comprise Client’s CARET Software Subscription. Client agrees to pay a license fee for each User (who must be employed by Client unless a waiver is granted by CARET expressly in writing) who uses any of the products that comprise Client’s CARET Subscription, and only those Users who have proper user

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predecessors in interest (including legacy or perpetual licenses) terminates upon Client's signature on the applicable Order. Client agrees that it will not rent, lend, or transfer any products or services the comprise Client's CARET Software Subscription or any of its rights under these Terms without the express written permission of CARET.

3. Hosting of Licenses—Unless Client purchases license or SKU that specifically permits Client to remotely host or make CARET Software server enabled ("Hosted License"), Client may not host CARET Software within any type of remote access solution, including but not limited to Remote Desktop Services session, a Terminal Services session, in a cloud (private or multitenant) environment, via Citrix, TeamViewer, or a similar solution, or from multiple physical locations connected to a single software deployment (collectively "Hosted"). Where CARET determines that during the Term of Client's CARET Software Subscription Client is using or has used CARET Software products in a Hosted fashion, Client acknowledges and agrees that a fee increase will apply at then-current list prices for each User ("Hosting License Fee Increase") on Client's CARET Software Subscription, effective immediately, backdated to the commencement of the Term of Client's CARET Software Subscription, and the total amount owed will be amortized over the remainder of the Term of Client's CARET Software Subscription. If Client has purchased CARET Cloud products in addition to CARET Software products, a Hosted License is not required, but Client's license to use CARET Software products is limited to host and use within Client's CARET Cloud products.

4. Payments – Client shall pay all fees and expenses ("Fees") in accordance with the Order Form for the entire Term of Client's CARET Software Subscription (the "Payment"). Unless otherwise stated in the Order Form, payment is required in advance of services being provided. Client authorizes CARET to automatically bill in advance of each period's services via a recurring Automated Clearing House transaction ("ACH") or credit card transaction. Electronic debit of a credit card or bank account is required for all Payments, unless a Purchase Order is required. Client further authorizes CARET to use a third party to process payments and consents to the disclosure of Client payment information to a third party. All payments made by Client to CARET are non-refundable. In the event that Client believes CARET has billed Client incorrectly, the Client must contact CARET at billing@getCARET.com no later than 60 days after the invoice date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Client shall pay CARET the fees set forth in the applicable Order together with any taxes payable by Client that are required to be collected by CARET pursuant to any

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account or credit card information up to date. Change may be made by contacting billing@getCARET.com. As it relates to payments made by Client, Client will be charged a fee of \$35 for any returned payment, including but not limited to any check or Automated Clearing House transaction that is deemed invalid due to insufficient funds. Any fees due under these Terms that are greater than 15 days past due shall bear interest at the rate of one and one-half percent per month. In event of a default or non-payment or chargebacks, Client shall be deemed in breach.

5. Software Performance – CARET shall make all reasonable efforts to make CARET Software products purchased by Client function in substantial accordance with the published documentation and applicable user support guides (“Knowledge Base”) found within the CARET Customer Portal, subject to Client meeting the minimum system requirements and timely making payments. Due to changes in technology and the marketplace, CARET may make modifications to the products or services that comprise Client’s CARET Software Subscription, or particular components of such product or service (including but not limited to discontinuing a component) from time to time, and will use commercially reasonable efforts to notify Client of any material modifications.

6. Knowledge Base – Each CARET Software product, subject to the description of service(s) purchased as part of Client’s CARET Software Subscription, is provided in accordance with the applicable Knowledge Base linked below (all of which are herein incorporated by reference):

- [AbacusLaw](#)
- [Amicus Attorney](#)

- [OfficeTools](#)
- [HotDocs](#)

Where Client hosts CARET Software products within Cloud Products, additional terms, conditions, and requirements shall apply, as described in the applicable Cloud Terms (found at <https://www.getCARET.com/cloudterms/>).

7. Use of Microsoft – Certain CARET Software products may include the use of Microsoft products or services. Where the applicable Knowledge Base describes Client’s use of any Microsoft products or services as part of Client’s CARET Software Subscription,

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select CARET software products or services that is provided by either Vantage Card Services, Inc. (“Vantage”) via APX 1.0 or Payrix Solutions, LLC (“Payrix”) via APX 2.0, and is otherwise governed by all terms and policies set forth respectively by either Vantage or Payrix (as applicable). In order to use APX, Client must accept the applicable Vantage or Payrix governing terms, and any additional terms related to CARET as set forth in the onboarding process. CARET DOES NOT WARRANT THE PERFORMANCE OR FUNCTIONALITY OF APX. APX (1.0 and/or 2.0) may not be available to certain customers or products.

9. Technical Support—Technical support and troubleshooting for reported issues that are directly related to the CARET Software product(s) purchased by Client is included as part of Client’s CARET Software Subscription, as provided in this Paragraph. CARET shall not be obligated to provide technical support or to cure issues regarding third-party applications, customizations, integrations with third-party applications, internet or local network connectivity, Client’s local infrastructure or workstations, or issues caused by Client’s users, agents, or other technology providers. Included with Client’s CARET Software Subscription is access to CARET standard technical support, during Technical Support business hours for each product, located within the FAQ section of each product’s Knowledge Base found at <https://getcaret.com/support/>. Depending on the nature of the reported technical issue, CARET may initiate further troubleshooting efforts, which may include support via the live chat feature, responding via e-mail to a support ticket created by Client, or in certain cases providing direct phone support, remote screen-sharing, and/or direct access into Client’s database, files, software or environment, as well as CARET taking screen grabs of Client’s Users’ screens, adding and/or deleting records (solely for the purpose of diagnosing and correcting the reported issue(s)). Any support response or combination thereof shall be provided in CARET’s sole discretion. By requesting support, Client shall be deemed to have granted CARET, its Affiliates and agents permission to utilize any and all methods of support listed in this Paragraph.

10. Advanced Support Offerings – CARET may offer, and Client may purchase Advanced Support Offerings to enhance its CARET Software Subscription experience. Where purchased, such offerings shall be described in a separate Order Form.

11. Professional Services – Any request for CARET to perform technical support, services, or any deliverables that are outside the scope of Technical Support shall require a Professional Services engagement, provided on a time and materials basis by CARET and

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12. Client Data. Any information, including but not limited to data belonging to Client or any third-party, provided by Client to CARET or entered by Client into a CARET product, service, or website shall be referred to as “Client’s Data”. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Client Data. Client shall only disclose, submit or provide to CARET Client Data as necessary for CARET to provide Client’s CARET Software Subscription. Client hereby grants CARET a non-exclusive, royalty-free, fully-paid, worldwide license (with the right to sublicense) during the Term to access, use, reproduce and create derivative works of Client Data in order to provide and improve Client’s CARET Software Subscription, for general product research and development, data analysis, and data aggregation in de-identified form, and to fulfill CARET’s obligations under these Terms. Aggregated and statistical de-identified data (“Aggregated Data”) derived from the operation of the applicable software shall be owned by CARET and nothing herein shall be construed as prohibiting CARET from using Aggregated Data for business and/or operational purposes provided that CARET does not share with any third party Aggregated Data which reveals the identity of Client, Users or Confidential Information. Client hereby represents and warrants that Client has provided all necessary and appropriate notices and opt-outs, and has obtained all necessary and appropriate consents, approvals and rights to collect, process, use, store, enhance and disclose the Client Data and allow CARET to use, store, disclose and otherwise process such Client Data as contemplated by these Terms, including to and from Users wherever required under applicable law.

13. Confidentiality – Client Data shall be treated as confidential information. Unless legally required, CARET shall not disclose Client’s Data or its contents to third parties without the Client’s express written consent. Likewise, Client shall not disclose any information related to CARET, or its products or services, that is either marked confidential or, given its subject matter, would reasonably be regarded as being of confidential nature, without CARET’ express written consent. The rights and obligations set forth in this Paragraph shall not apply to: (i) information publicly known or in the public domain prior to the time of disclosure; (ii) information publicly known and made generally available after disclosure through no action or inaction of the recipient; (iii) information already in the possession of recipient, without confidentiality restrictions; (iv) information obtained by the recipient from a third party without a breach of confidentiality; and (v) information independently developed by the recipient. CARET shall not be liable for disclosure of Confidential

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services, and any suggestions, ideas, enhancement or development requests, feedback, or recommendations provided by Client relating to the products and services. The CARET name and logos, as well the product names and logos associated with all CARET products and services are trademarks of CARET or its Affiliates. Client retains all right, title, and interest in and to Client's Data.

15. Term – Unless stated otherwise in the Order Form, the term of Client's CARET Subscription commences on the date Client executes the Order Form and shall continue for the minimum term set forth in the corresponding Order Form executed by Client ("Initial Term").

ABSENT EITHER PARTY PROVIDING THE OTHER WITH WRITTEN NOTIFICATION (AS REQUIRED IN THE NOTICES PARAGRAPH BELOW) AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY SUBSEQUENT RENEWAL TERM, CLIENT'S CARET SOFTWARE SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR A TWELVE (12) MONTH PERIOD ("RENEWAL TERM") SUBJECT TO A MAXIMUM PRICE INCREASE OF 15% ("PERCENTAGE PRICE ADJUSTMENT"). HOWEVER, IF AT THE TIME OF AUTO-RENEWAL THE CURRENT LIST PRICE OF THE SOFTWARE IS HIGHER THAN THE PRICE AFTER THE PERCENTAGE PRICE ADJUSTMENT, THE SOFTWARE SUBSCRIPTION MAY RENEW AT THE THEN CURRENT LIST PRICE.

WHERE MONTH-TO-MONTH TERMS ARE AVAILABLE AND APPLY, CLIENT'S CARET SOFTWARE SUBSCRIPTION WILL RENEW ON A MONTHLY BASIS. CARET, WITH THIRTY (30) DAYS NOTICE, MAY INCREASE PRICING ON MONTH-TO-MONTH CONTRACTS. CLIENT MUST PROVIDE THIRTY (30) DAYS NOTICE TO CANCEL WITHOUT PAYING THE EARLY TERMINATION FEE, AS DEFINED IN PARAGRAPH 19 BELOW.

16. Users – Each unique named individual ("User") must have a license to use CARET Software. Concurrent use of a User license by more than one individual is expressly prohibited. A User license is part of Client's CARET Software Subscription, and the User license may only be reassigned to another individual in the event that the User has ceased working for Client or within Client's organization. Where available or otherwise offered for a particular product (depending on the CARET Software product and at CARET' sole discretion) Client may purchase a Flex User. A Flex User shall have the same definition as User, except that Client may cancel a Flex User License with thirty (30) days' notice, without the applicable Early Termination Fee.

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acknowledges that if it breached this Paragraph and the relevant employee left his or her employment with CARET, it would be difficult to determine actual damages. Based on what the Parties presently know, they agree that an amount equal to 100% of the relevant employee's CARET annual salary is a reasonable estimate of the damages that would accrue if a breach of this provision occurred in the future and the relevant employee terminated his or her employment with CARET as a result. Client agrees that the amount of liquidated damages is fair and reasonable and would not act as a penalty in such an instance.

18. Suspension– CARET may, at its sole discretion, suspend Client's CARET Software Subscription if Client's account is 5 days past due. In the event that CARET suspends Client's CARET Software Subscription, Client's access to the applicable CARET Software will (depending upon the product) either be prohibited or otherwise rendered inoperable, and Client will not have the ability to import or manipulate data within the program(s). If Client wishes to reinstate its CARET Software Subscription, Client must make its account current and pay a re-activation fee of \$250 ("Re-Activation Fee").

19. Termination by Client – Client may not terminate its CARET Software Subscription for any reason other than a material breach of these Terms which remains uncured for sixty (60) days from CARET' receipt of Notice of the alleged breach (the "Cure Period"). In order for a Notice of material breach to be deemed sufficient, Client must identify the specific contractual obligation that was breached by CARET, provide particular facts to support the allegation of breach, and must cooperate with and provide access to CARET in order for CARET to observe, replicate, and troubleshoot the reported issue throughout the Cure Period. If after giving the requisite notice of an alleged material breach, Client refuses to allow CARET to evaluate the nature of the alleged breach or otherwise fails to cooperate with CARET' efforts to cure the alleged breach, CARET shall be relieved of any obligation to cure the alleged breach, and will eliminate Client's ability to terminate Client's CARET Software Subscription for cause (with respect to that alleged breach). For termination of Client's CARET Software Subscription (or any part thereof, including downgrading an account) for any reason other than for cause, Client shall pay the Early Termination Fee, which shall be equal to any remaining unpaid portion of the Payment.

20. Termination by CARET – CARET may terminate Client's CARET Software Subscription for any reason by providing thirty (30) days' Notice of termination. In the event of Termination by CARET under this section, CARET shall refund any unused portion of fees

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accepting these Terms, Client warrants and accepts responsibility for the following: (i) Client shall not use CARET products for any illegal purpose; (ii) Client shall not use CARET products or services in a manner that infringes on the intellectual property rights of a third party; (iii) Client shall not assign multiple individual named humans to a single license; licenses are sold on a “per seat” basis; (iv) Client shall not use any API, integration, third party software, or otherwise use CARET products and services in a way that circumvents the requirement for each unique individual to have a license, and CARET reserves the right to rate limit use of APIs should usage of such APIs is measured to be disproportionate to the number of users associated with Client’s CARET Software Subscription; (v) Client shall not use any API, integration, third party software, or otherwise use CARET products and service in a way to extract data from any CARET product for commercial purposes, including but not limited to “screen scraping” or other modes of extractions (unless the third party has directed agreed, in a written license agreement with CARET, to be given access to extract data, even Client Data protected by a user login, through any means outside of the web application interface as provided by CARET (v) Client shall not license, sublicense, sell, resell, use as a service bureau, transfer, assign, distribute, or otherwise use or commercially exploit CARET Software for a third party’s benefit unless specifically authorized by CARET pursuant to a mutually executed written agreement; (vi) as it relates to HotDocs Advance, Client shall not use Cloud APIs for batch processing either simultaneously or in rapid succession without prior written consent by CARET; (vii) as it relates to HotDocs Advance, Client shall not use the “Client Interviews” feature or “Public Interviews” feature for Client’s employees, agents, affiliates, service providers, collaborators or an individual or entity who repeatedly accesses HotDocs interviews unless such individual is a licensed User, as such, use of these interviews in collaboration with the same third party for repeated transactions is strictly prohibited (absent a publisher license); (viii) Client has the legal right as a data controller to provide Client’s Data to CARET for CARET to process; (ix) Client shall not disassemble, decompile, reverse engineer, copy, reproduce, modify, or create any derivative work of any CARET products or services; (x) Client shall not allow for individuals outside of Client’s organization to use CARET products or services without a publisher license (this prohibition does not include to the use of public interviews); (xi) Client shall not resell or otherwise charge third parties for the use of any CARET product or services (this prohibition includes but is not limited to external or public interviews); (xii) Client not shall use CARET software products or services in any fraudulent manner; (xiii) Client shall use CARET software in compliance with all applicable laws; (xiv) Client shall promptly provide notice to CARET of any violation of this Acceptable & Fair Use Policy or any other violation

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in accordance with Client's brand guidelines or related documentation if provided by Client. CARET will be granted a revocable, non-exclusive, non-sub-licensable, non-transferable, royalty-free right and license (the "Trademark License") to use, display and reproduce such party's name, logo, trademarks and service marks (the "Trademarks"). CARET acknowledges that Client's Trademark is and will remain the exclusive property of Client. Client may opt out of this provision by emailing terms@abacusnext.com.

23. Disclaimer of Warranty – CARET TRIES TO KEEP ALL OF THE PRODUCTS AND SERVICES THAT COMPRISE CLIENT'S CARET SOFTWARE SUBSCRIPTION OPERATING BUG-FREE, AND SAFE, BUT CLIENT ACKNOWLEDGES THAT ITS USE OF THOSE PRODUCTS AND/OR SERVICES IS AT ITS OWN RISK. CARET IS PROVIDING THE PRODUCTS AND SERVICES THAT COMPRISE CLIENT'S CARET SOFTWARE SUBSCRIPTION AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CARET DOES NOT GUARANTEE THAT THE PRODUCTS AND/OR SERVICES THAT COMPRISE CLIENT'S CARET SOFTWARE SUBSCRIPTION WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS.

CARET FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY THAT CARET PRODUCTS WILL FUNCTION WHEN INTEGRATED OR COMBINED WITH THIRD-PARTY SOFTWARE PRODUCTS, INCLUDING BUT NOT LIMITED TO MICROSOFT PRODUCTS.

CARET DOES NOT MAKE ANY REPRESENTATION THAT CLIENT'S USE OF ANY CARET SOFTWARE PRODUCT WILL COMPLY WITH ANY LEGAL REQUIREMENTS IN A PARTICULAR JURISDICTION. CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE USE OF THE APPLICABLE CARET SOFTWARE IS IN ACCORDANCE WITH THE LAWS AND REGULATIONS OF ANY JURISDICTION TO WHICH CLIENT MAY BE SUBJECT.

24. Limitation of Liability – WITH THE EXCEPTION OF ANY UNAUTHORIZED COPYING AND/OR DISTRIBUTION OF ANY OF THE PRODUCTS AND/OR SERVICES THAT COMPRISE CLIENT'S CARET SOFTWARE SUBSCRIPTION BY CLIENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF GOOD WILL, DAMAGE TO BUSINESS REPUTATION, LOSS OF

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ANY KIND ARISING AS A RESULT OF OR RELATED TO CLIENT'S CARET SOFTWARE SUBSCRIPTION, THESE TERMS, OR TO ANY ACT OR OMISSION OF CARET, EXCEED THE EQUIVALENT OF SIX-MONTHLY RECURRING CHARGES (MRC). LIKEWISE, WITH THE EXCEPTION OF CLAIMS ARISING OUT OF THE UNAUTHORIZED COPY OR DISTRIBUTION OF THE PRODUCTS AND/SERVICES THAT COMPRISE CLIENT'S CARET SOFTWARE SUBSCRIPTION BY CLIENT, CLIENT'S TOTAL AGGREGATE AND CUMULATIVE LIABILITY TO CARET FOR CLAIMS ARISING OUT OF CLIENT'S CARET SOFTWARE SUBSCRIPTION OR THESE TERMS SHALL NOT EXCEED THE EARLY TERMINATION FEE (AS DEFINED ABOVE). THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS PARAGRAPH ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING CLIENT'S CARET SOFTWARE SUBSCRIPTION AVAILABLE TO CLIENT AND THAT, WERE CARET TO ASSUME ANY FURTHER LIABILITY OTHER THAN SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. THIS LIMITATION OF LIABILITY APPLIES EQUALLY TO CLAIMS RELATED TO THIRD PARTY SOFTWARE AND ITS OWNERS AND PROVIDERS.

25. Indemnification – Client shall fully indemnify, hold harmless and defend CARET and its directors, officers, employees, agents, stock holders, subsidiaries, and Affiliates (collectively "CARET Indemnified Parties") from and against all claims demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arises out of or relate to (1) any breach of any representation or warranty of Client contained in these Terms, (2) any breach or violation of any covenant or other obligation or duty of Client under these Terms or under applicable law, and (3) any violations of any applicable privacy laws caused by errors or omissions of Client. CARET shall fully indemnify, hold harmless and defend Client and its directors, officers, employees, agents, stock holders, subsidiaries, and Affiliates (collectively "Client Indemnified Parties") from and against all claims demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), involving a claim that CARET Software products infringe on the intellectual property rights of a third party, except where Client's conduct is the cause of the alleged infringement.

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the Client. In the instance that such assignment occurs, CARET will make reasonable efforts to give notice to Client of such transaction.

27. Anti-Bribery – CARET has an Anti-Bribery and Anti-Corruption policy. CARET shall maintain and comply with the policy. CARET shall provide a copy of the prevailing anti-bribery upon request.

28. Severability – If any provision of these Terms is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

29. Integration – These Terms, the Knowledge Base, and the corresponding Order Form(s) executed by Client (which are incorporated by reference) set forth the entire agreement relating to the subject matter hereof and supersede all prior agreements, discussions and understandings between them, whether oral or written, relating to the subject matter hereof. These Terms supersede any prior edition of terms and conditions or End User License Agreements with respect to CARET Software Products.

30. Governing Law – WHERE PERMITTED UNDER THE APPLICABLE LAW, CLIENT AND CARET AGREE THAT EACH PARTY MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. NO ARBITER OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS UNDER THESE TERMS AGAINST EITHER PARTY TO THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF BOTH PARTIES.

If Client's CARET Software Subscription was purchased from Abacus Data Systems, Inc., these Terms, any corresponding Order Form executed by Client, and any claim arising out of or in connection thereto (including any non-contractual disputes, acts or omissions, or claims in contract, tort, or otherwise), shall be construed under the laws of the State of California regardless of conflict of law provisions. Client and CARET irrevocably consent to the exclusive venue of the state or federal courts in San Diego County, California. Neither party will bring any legal action more than two years after the cause of action arose. Client and CARET further agree that as a condition precedent to instituting any legal action, the parties must participate in a non-binding mediation in San Diego, California before a neutral from JAMS, with the parties equally splitting the costs of that mediation. If the parties cannot agree on a JAMS neutral, the neutral shall be selected by JAMS at its

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Ltd., these Terms and any corresponding Order Form executed by Client, and any claim arising out of or in connection thereto (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales. Each of the parties irrevocably submits for all purposes (including any non-contractual disputes or claims) to the exclusive jurisdiction of the courts in England and Wales.

31. Prevailing Party – In the event of any litigation arising out of or related to Client’s CARET Software Subscription, these Terms, any corresponding Order Form executed by Client and/or Client’s CARET Software Subscription, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses associated with such proceedings, including reasonable attorney’s fees. For purposes of this provision, if a matter is filed in any venue other than the venue specified the Governing Law section, and the matter is dismissed for improper venue, the party that did not file the action shall be deemed the prevailing party in that action.

32. Updates/Changes to Services and Terms – Due to changes in technology and the marketplace, CARET may make modifications to the products or services that Comprise Client’s CARET Software Subscription or particular components of such product or service (including but not limited to discontinuing a component) from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. Any such modification shall not be deemed to violate the Software Warranty, and Client agrees that CARET will not be liable to Client for any such modifications. CARET reserves the right to discontinue offering a Client’s CARET Software Subscription at the conclusion of Client’s then current subscription term. Likewise, CARET reserves the right to routinely update, amend or change these Terms. At least 30 days prior to the effective date, CARET will notify client by e-mail of such changes, and a new Terms document will be posted at www.getCARET.com/softwareterms/. Client’s continued use of the Services after the 30 days will serve as consent to the changed terms.

33. Notices – All notices to Client under these Terms will be deemed given when delivered via e-mail to the address set forth in the Service Order. All notices to CARET under these Terms will be deemed given when delivered via e-mail to notice@getCARET.com.

34. Data Processing Addendum; Privacy Policy – The Data Processing Addendum set forth at getCARET.com/data-processing-addendum and the Privacy Policy set forth at

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complete, accurate and detailed records regarding the number, location, and identity of all users, servers, and installations of CARET Software. Upon prior written notice, CARET or its authorized representative may conduct an audit of Client's users, and installations of CARET Software. At CARET's election, such audit may be conducted on Client's premises or remotely. Upon completion of the audit, where CARET determines that Client is using or has used its software in an unauthorized fashion (e.g. exceeding the allotted number of Users), then Client acknowledges and agrees that a fee increase will apply at then-current list prices on Client's CARET Software Subscription, effectively immediately, backdated to the commencement of the Term of Client's CARET Software Subscription, and the total amount owed will be amortized over the remainder of the Term of Client's CARET Software Subscription.

36. Export Control – CARET Software products are subject to U.S. and foreign export control laws. Client shall not ship, transfer, export or re-export CARET Software Products into any country, or use them in any fashion prohibited by the United States Export Administrations Act or Regulations or any other applicable laws, restrictions, or regulations.

37. Affiliates – CARET's Affiliates may include subsidiaries, subcontractors, and subprocessors. CARET may subcontract any work under these Terms and Conditions to any third party or Affiliate without Client's prior written consent. Subject to the limitation of liability provision above, CARET shall remain responsible for the performance acts and omissions of any subcontractor or Affiliate.

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**Abacus Data Systems, Inc.
Exhibit C
California Levine Act Statement**

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

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

____ YES NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

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

____ YES NO

If yes, please identify the person(s) by name: N/A

If no, please type N/A.

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

07/10/2023 | 10:54 AM PDT

Date

CARET (Abacus Data Systems, Inc.)

Type or write name of company

DocuSigned by:

Eric Hart

83A1931FE817475

Signature of authorized individual

Eric Hart

Type or write name of authorized individual

Agreement # 7741

Legistar # 23-1634

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 06/21/2023

Need Date: 06/26/2023

PROCESSING DEPARTMENT:

CONTRACTOR:

Department: HHSA-Contracts
Dept. Contact: Brian Michaelson
Phone: X6922
Department Head Signature: Kristen Gurrola
Digitally signed by Kristen Gurrola
Date: 2023.06.21 16:29:53 -0700'
Kristen Gurrola
Program Manager

Name: Abacus Data Systems, Inc.
Address: 4850 Eastgate Mall
San Diego, CA 92121
Phone: _____
Org Code: 5260
Project # _____
(if applicable): _____
Funding Source: _____

CONTRACTING DEPARTMENT: HHSA- Community Services

Service Requested: Purchase Contract Review

Description: Senior Legal Software Licenses

Contract Term: Perpetual eff 6/30/23

Contract Value: \$ 19,284.48

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 06/23/2023 By: Daniel Vandekoolwyk
Approved: Disapproved: Date: _____ By: _____
Digitally signed by Daniel Vandekoolwyk
Date: 2023.06.23 14:49:39 -0700'

Value is per 3 year term

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Olivia Byron-Cooper, MPH
Director

3057 Briw Road, Suite B
Placerville, CA 95667



AGENCY DIVISIONS

Administration & Finance
Behavioral Health
Community Services
Protective Services
Public Health
Self-Sufficiency

DATE: October 3, 2023

TO: Honorable Board of Supervisors
Cc: Tiffany Schmid, Chief Administrator Officer

FROM: Olivia Byron-Cooper, Director of Health & Human Services *OBC*

SUBJECT: Retroactive Purchase Contract – Item 23-1634, 11/07/23
Abacus Data Systems, Inc. 7741

This memo is to notify you that a retroactive purchase contract request has been created and is on the Board of Supervisor's Agenda for November 7, 2023 (23-1634).

The Purchase Contract 7741 in the amount of \$19,284.48 is a renewal of Purchase Contract 5775 with Abacus Data Systems, Inc. for the continued use of the Abacus Law case automation software designed for law firms for managing legal workflows, which has been utilized in the Senior Legal program for approximately 15 years.

The prior Purchase Contract 5775 had a term that expired June 28, 2023. The renewal Purchase Contract 7741 was submitted by HHSA to the vendor for execution prior to expiration of the prior Purchase Contract, but unfortunately, it was not signed until after the expiration. Due to the services being vital to the Senior Legal program, the vendor did not remove access to AbacusLaw case automation software. In order for the vendor to bill for the services it provided during that time, HHSA requests the Board approve the term of the purchase contract retroactive to June 29, 2023. This purchase contract will be coming to the Board on November 7, 2023 to request a perpetual term going forward.

Please let me know if you have any questions or would like to discuss anything further.