

TERMINATION AGREEMENT
Agreement for Services #3155

THIS TERMINATION AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and SouthTech Systems, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 4181 Flat Rock Drive, Suite 300, Riverside, CA 92505 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, County and Contractor entered into that certain Agreement for Services #3155, dated July 2, 2018 ("Agreement"); and

WHEREAS, Contractor was acquired by Granicus LLC, effective November 9, 2018; and

WHEREAS, the Parties now desire to mutually terminate the Agreement and all obligations, liabilities, and benefits set forth in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, and in consideration of the covenants set forth below, the Parties agree as follows:

1. **Termination of Agreement.** The Parties agree that the Agreement is hereby terminated effective upon full execution of this Termination Agreement ("Effective Date"). Except as otherwise provided herein, neither Party shall have any further rights or obligations, including any payment obligation, under the Agreement.

2. **Mutual Release.** Each Party, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges the other Party and their respective officers, directors, shareholders, members, partners, agents, affiliates, successors and assigns (collectively "Released Parties") from, and waives any right to proceed against, the Released Parties, for any and all claims, causes of action, judgments, losses, damages, liabilities, demands and costs and expenses (including attorney's fees and costs), at law or in equity, whether known or unknown, which in any way relate to or arise out of this Agreement and the transactions and activities contemplated thereby. Additionally, to the fullest extent permitted by law and only with regard to or arising out of this Agreement, each Party, for itself and successors, acknowledges and expressly waives the provisions of section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Each Party hereby agrees to waive application of section 1542 of the California Civil Code. Each Party acknowledges and agrees that the release shall apply to all claims and causes of action, whether actual or potential, whether known or unknown, whether suspected or unsuspected, whether foreseen or unforeseen, and whether patent or latent.

3. **Data.** Contractor shall permanently delete or erase from Contractor's systems and equipment all County data and/or information provided under the Agreement, including any data and/or information stored on purchased, leased, or rented electronic storage equipment and electronic devices that are geographically located within or outside El Dorado County. Contractor shall return the original media provided by County, if any, back to County. Within five (5) business days of the termination of the Agreement, Contractor shall provide County with written certification that the data and information stored on Contractor's systems and equipment were rendered unusable, unreadable, and/or undecipherable consistent with the current National Institute of Standards and Technology (NIST) standards for data sanitization.

4. **Intellectual Property.** County has no ownership rights as to the SouthTech Systems Software modules of RecorderWorks, LandDocs, ClerkDocs, Vital Docs, eFBN, PrelimDocs, OnGuard, Summit, and Cornerstone, including any updates, modifications, patches, and technical specification documentation thereto, provided by Contractor to County. The Software and any third-party software are and shall remain the property of Contractor or any rightful third-party owner. All Intellectual Property which is owned by, in the possession of, or proprietary to Contractor shall remain exclusively the property of Contractor or its successor. The term "Intellectual Property" for purposes of this Agreement shall mean and refer to all methods, inventions, whether or not patentable, software, software code, firmware, modules, routines, systems, programs, specifications, technical specifications, products, whether or not functional, patents, copyrights, trademarks, service marks, trade names, trade secrets, materials and methodologies, trade dress, and any other protectable form of intellectual property.

5. **General Provisions**

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Party.

b. In the event any one or more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

c. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written.

d. This Agreement shall be construed and interpreted according to the laws of the State of California. 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.

e. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

COUNTY OF EL DORADO

By: _____
Janelle Horne, Recorder-Clerk

Dated: _____

//
//
//
//
//
//
//
//
//
//
//
//

CONTRACTOR
SOUTHTECH SYSTEMS, INC.

By: Dawn Kubat Digitally signed by Dawn Kubat
Date: 2019.10.28 15:54:02 -05'00'
Signature

Dated: 10/28/2019

Dawn Kubat
Print Name

Vice President of Legal
Title

Acknowledged by:
GRANICUS, LLC

By: Dawn Kubat Digitally signed by Dawn Kubat
Date: 2019.10.28 15:54:23 -05'00'
Signature

Dated: 10/28/2019

Dawn Kubat
Print Name

Vice President of Legal
Title