



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

# SALES ORDER

## Subscriber Information

### Subscriber Name

El Dorado County, California

### Subscriber Address

330 Fair Lane, Placerville, California 95667 United States

## Primary Contact and Billing Contact Information

### Primary Contact

Lesley Heath

### Primary Phone

(530) 621-6745

### Primary Email

lesley.heath@edcgov.us

### Billing Contact

Lesley Heath

### Billing Phone

(530) 621-6745

### Billing Email

lesley.heath@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-15685

## Products

Product	Fee Type	Quantity	Unit of Metric	Unit Price	Annual Price
Filevine User Licenses	Recurring	27	Per User/Per Month	83.3	26989.2
Docs+	Recurring	27	Per User/Per Month	26	8424
Vinesign	Recurring	3	Per User/Per Month	16.25	585
Filevine Automation (Up to 7,500)	Recurring	1	Per Task	3250	3250

**Annual Recurring Fees**  
\$39,248.20

**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: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

### Filevine

ORG: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

## **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.