CONTRACT ROUTING SHEET

Date Prepared: 09/19/2011   **Need Date:** 09/22/2011

PROCESSING DEPARTMENT:
Department: Information Technologies
Dept. Contact: Vern Pierson ext 6474
Phone #: Kelly Webb ext 6686
Department
Head Signature: *Kelly Webb*

CONTRACTOR:
Name: SADA Systems, Inc.
Address: 5250 Lankershim Blvd. Ste. 620
North Hollywood, CA 91601
Phone: annie.safoian@sadasystems.com

CONTRACTING DEPARTMENT: Information Technologies
Service Requested: Google Mail – hosted email services
Contract Term: 16 months initial term-automatic renewal   Contract Value: $103,425.00-initial term plus applicable tax
Compliance with Human Resources requirements?   Yes: X   No: _____
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)
Approved: ✓   Disapproved: _____   Date: 9-23-11   By: *[signature]*
Approved: _____   Disapproved: _____   Date: _____   By: _____
NOTE: Term for Sheriff's Office may be increased to 16 months to co-terminate with other items.
New Exhibit to follow.

This is the Google Apps for gov't customer agreement w/ SADA
Also see the Master Professional Services Agreement w/ SADA
and the Google Apps for Govmnt via Reseller Agreement (on the web)

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!
RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)
Approved: ✓   Disapproved: _____   Date: 9/27/11   By: *[signature]*
Approved: _____   Disapproved: _____   Date: _____   By: _____
Will forward Additional Insured Endorsement to
Kim Kerr when received.

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).
Departments: _____
Approved: _____   Disapproved: _____   Date: _____   By: _____
Approved: _____   Disapproved: _____   Date: _____   By: _____

SADA Systems, Inc.
GOOGLE APPS for GOVERNMENT CUSTOMER AGREEMENT

This **GOOGLE APPS FOR GOVERNMENT CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of [EFFECTIVE DATE] (the "Effective Date"), between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and and **The County of El Dorado, CA**, a **County** organized under the laws of the **The State of California** with offices at **360 Fair Lane, Placerville, CA 95667** ("Customer").

1.   SERVICES AND TERMS OF SERVICE

1.1   Service. This Agreement establishes the terms under which SADA, as an authorized reseller of Google, Inc. ("Google"), will provide Customer with access to the Google hosted services set forth in Exhibit A (the "Services").

1.2   Support. Customer will respond to questions and complaints from the individuals Customer permits to use the Services (such individuals, "End Users") or third parties relating to Customer's or End Users' use of the Services. SADA will provide front-line technical support directly to Customer's technology administrators with respect to questions, complaints and other support issues that Customer cannot resolve, and SADA is hereby authorized by Customer to submit Customer support issues to Google on behalf of Customer. Customer may also contact Google with respect to technical support issues in accordance with Google's technical support guidelines (the "TSSG") available at http://www.google.com/apps/intl/en/terms/tssg.html or such other URL as may be provided by Google.

1.3   Google Apps for Government Terms of Service. Customer understands and agrees that Customer will be required to agree to the Google's Terms of Service in order to obtain access to the Services, which Terms of Service are attached to this Agreement as Exhibit B (the "Terms of Service"). The Terms of Service govern Customer's access to and use of the Services and will be effective as of the date signed by Google.

1.4   Service Levels. The Google Apps Covered Services (as defined in the Google SLA) will meet the requirements set forth in the Google Apps Service Level Agreement found at http://www.google.com/apps/intl/en/terms/sla.html (the "Google SLA"). In the event of a breach of such service levels, as Customer's sole and exclusive remedy, Customer will be provided the remedies set forth in the Google SLA.

2.   CUSTOMER REPRESENTATIONS AND OBLIGATIONS

2.1   Customer Eligibility. Customer represents and warrants that it is a state, city or federal government entity: (A) with a budget supported by public funds; (B) that represents, is comprised of, or whose function is to support a municipal corporation, city, county, state or nation in the United States; and (C) whose representation or support referenced in clause (B) is exercised by virtue of power delegated to it for that purpose by the general government of the state or nation.

2.2   Compliance with Law; Compliance with Agreement. Customer will comply with all laws, rules and regulations applicable to its use of the Services, including those regarding the management and administration of its electronic messaging system. Customer acknowledges and agrees that SADA and Google are serving as a data processor and their responsibilities and liability do not extend to the internal management or administration of Customer's electronic messaging system or messages. Customer is responsible for ensuring that it and its End Users use the Services in accordance with the Terms of Service and Acceptable Use Policy, as set forth in Section 1.4 and Section 2.6.

2.3   Customer Administration of the Services. Customer is responsible for: (A) maintaining the confidentiality of the password and administrative account provided to Customer by Google for the

purpose of administering End User accounts; (B) designating those of Customer's employees and SADA's employees who are authorized to access the administrative account; and (C) ensuring that all activities that occur in connection with Customer's administrative account comply with the Terms of Service.

2.4   Privacy. Customer agrees to protect the privacy rights of its End Users in accordance with all applicable laws and regulations.

2.5   Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer will promptly notify SADA or Google of any unauthorized use of, or access to, the Services of which it becomes aware.

2.6   Acceptable Use Policy. Customer agrees that its use of the Services is subject to its compliance with Google's Acceptable Use Policy, which is available at http://www.google.com/apps/intl/en/terms/use_policy.html (or such URL as Google may provide) and which may be updated from time to time.

2.7   Intended Use; Email Accounts. The Services are for use with normal business messaging traffic only, and may not be used for any other purpose, including use of the message encryption services (if applicable) with machine generated message encryption and delivery. For each End User for which Customer will be routing email and/or archiving email, if any, through the Services, Customer shall establish an email account in Google's identity management systems. Failure to abide by the terms of this Section may be considered a material breach of this Agreement and, if not cured by Customer following notice by SADA, may result in a suspension of Services until such failure is remedied.

3.   CHARGES AND PAYMENT

3.1   Fees. Customer will pay SADA the fee(s) set forth on Exhibit A to this Agreement in accordance with Section 3.2. SADA will have the right to change the fee once each year, effective with the next renewal date. SADA will notify Customer of any fee increase at least 45 days prior to the expiration of the then-current term.

3.2   Support Charges. Any support to be provided by SADA under Section 1.2 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of $292.50.

3.3   Payment Options. Customer will pay for the Services on a full prepaid basis for the Initial Term (as defined in Section 4.1) of this Agreement and each succeeding 12-month renewal term, to the extent applicable.

3.4   Payment Methods.

Fees for prepaid orders where SADA issues an invoice are due upon Customer's receipt of the invoice, and are considered delinquent 30 days after the date of the applicable invoice.

3.5   Currency. Customer will make all payments in U.S. dollars.

3.6   Taxes. Customer is responsible for any taxes and Customer will pay SADA without any reduction for such amounts. If SADA is obligated to collect or pay taxes, the taxes will be invoiced to Customer (in the case of invoiced fees) or added to Customer's credit card charges (in the case of credit card payments), unless Customer provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to SADA, Customer must provide SADA with an official tax receipt or other appropriate documentation to support such payments.

3.7   Delinquent Payments. Until paid in full, delinquent payments will accrue interest from the first date of delinquency at the lower of 1.5% per month or the highest rate permitted by law. Customer is responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting unpaid or delinquent amounts, except where these unpaid or delinquent amounts are due to billing inaccuracies attributable to SADA.

4.   TERM, TERMINATION AND ADDITIONAL END USER ACCOUNTS

4.1   Term. The term of this Agreement will begin on the Effective Date and will continue for an initial period as set forth in Exhibit A (such period, the "Initial Term"). At the end of the Initial Term, this Agreement will be renewed automatically for consecutive renewal terms of 12 months (each, a "Renewal Term"), unless terminated by either party (effective as of the end of the then-current term) by providing the other party written notice in accordance with Section 4.2 below. All terms and conditions of this Agreement shall apply during each Renewal Term, except for the fees. The fee for each Renewal Term will be the rates then in effect as described in Section 3.1.

4.2   Termination. This Agreement will terminate: (A) immediately upon termination or expiration of Customer's right to use the Services as a result of a termination of the Terms of Service by Google or Customer; (B) upon expiration of the then-current term if Customer has provided at least 30 days' advance written notice of termination to SADA; or (C) upon expiration of the then-current term if SADA has provided at least 60 days' advance written notice of termination to Customer.

4.3   Termination for Non-Payment. If Customer is delinquent in its payments under this Agreement for more than 60 days and Customer fails to bring its payments up to date within 30 days of receiving written notice from SADA of its delinquency, SADA may terminate this Agreement and terminate Customer's access to the Services.

4.4   Effects of Termination. If this Agreement terminates, then the rights granted hereunder by any party to the other will cease immediately and Customer's access to the Services will cease.

4.5   Additional End User Accounts. Customer may alter the number of End User Accounts per Customer domain at any time. For End User Accounts added during the Initial Term or any Renewal Term, the initial term for such End User Accounts will be pro-rated, beginning on the date of the applicable order and ending on the expiration of the applicable term. Customer may request End User Accounts by notifying its designated SADA account manager. For each purchase of End User Accounts, SADA will issue a quote to Customer. End User Accounts automatically renew in accordance with the terms of this Agreement, unless terminated by either party in accordance with the terms of this Agreement. SADA cannot transfer End User Accounts from one Customer domain name to another.

4.6   Archived Messages. If the Services include archiving functionality, Customer messages will be retained for up to the period set forth in Exhibit A, provided that Customer renews the applicable Services with SADA for each year of such retention period. The retention period will apply to all data archived under the Services. Failure to renew the applicable Services during the retention period will terminate SADA's and Google's obligation to retain any of Customer's data or indexes.

5.   CUSTOMER DATA AND CONFIDENTIAL INFORMATION

5.1   Customer Data. SADA will treat all Customer Data in accordance with local laws and regulations applicable to the data and will implement policies and procedures with respect to the Customer Data no less protective of the rights of Customer or its End Users as those found in Google's Privacy Policy (located at http://www.google.com/intl/en/privacy/privacy-policy.html) or Google's Privacy Notice (located at http://www.google.com/apps/apps/intl/terms/users_privacy.html). Changes to the Privacy Policy and Privacy Notice will be made as stated in the applicable policy. For purposes of this Agreement, "Customer Data" means all data and information provided by Customer's End Users via the sign up process for the

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Services, as well as data, including electronic messages and any attachments provided, generated, transmitted or displayed via the Services by Customer or its End Users.

5.2   Confidential Information. Each party will: (A) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (B) not disclose the other party's Confidential Information, except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. Each party (and any affiliates, employees and agents to whom the Confidential Information was disclosed) may use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees and agents in violation of this Section. For purposes of this Agreement, "Confidential Information" is information disclosed by one party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. In particular, Customer Data and SADA's pricing are Confidential Information.

5.3   Exceptions. Confidential Information does not include information that: (A) is or subsequently becomes published or available to the public through no fault of the recipient, (B) is received by the recipient from a third party without a duty of confidentiality; (C) is independently developed by recipient, or (D) was in the recipient's possession or was known to the recipient before it was disclosed to the recipient by the disclosing party.

5.4   Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (A) uses commercially reasonable efforts to notify the other party; and (B) gives the other party the chance to challenge the disclosure.

6.   INTELLECTUAL PROPERTY RIGHTS. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data. The parties acknowledge and agree that Google owns all Intellectual Property Rights in the Services. For purposes of this Agreement, "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law and other similar rights.

7.   DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, SADA AND GOOGLE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NONINFRINGEMENT. SADA AND GOOGLE MAKE NO REPRESENTATION ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

8.   INDEMNIFICATION. Customer will indemnify, defend and hold harmless SADA from and against all losses, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (A) regarding Customer Data or Customer's domain names; or (B) regarding Customer's or its End Users' use of the Services in violation of this Agreement.

9.   LIMITATION OF LIABILITY. IN NO EVENT, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST

PROFITS, LOSS OF USE OR LOSS OF DATA), EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO SADA FOR THE SERVICES DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT WILL GOOGLE BE HELD LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM SADA'S DISTRIBUTION AND RESALE OF THE SERVICES. These limitations of liability do not apply to a party's indemnification obligations.

10.   GENERAL PROVISIONS

10.1   Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement will be in writing and delivered to the applicable party, addressed to the designee for notification purposes set forth in Exhibit A. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by facsimile or email. A party may change its address, facsimile number or designee for notification purposes by giving the other party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

10.2   Governing Law.

(2.A)   For State and City Government Entities. If Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.

(2.B)   For Federal Government Entities. If Customer is a federal government entity then the following applies: this Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (i) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN AND VENUE OF THE COURTS IN LOS ANGELES COUNTY, CALIFORNIA.

(2.C)   For All Other Entities. If Customer is any entity not set forth in clauses (A) and (B) of this Section, then the following applies: This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN AND VENUE OF THE COURTS IN LOS ANGELES COUNTY, CALIFORNIA.

10.3   Binding Nature and Assignment. This Agreement will be binding on the parties and their respective successors and assigns. Neither party may assign this Agreement without the prior written consent of the other, except that SADA may assign its rights and obligations under this Agreement without Customer's approval to an entity that acquires control of SADA.

10.4   Publicity. Customer hereby consents to SADA's inclusion of Customer's name (together with any identifying Customer Brand Feature) in a customer list, but only if Customer is not the only customer appearing on the list. Other than this, neither party may make any public statement regarding the relationships contemplated by this Agreement without the consent of the applicable party.

10.5   Third Party Beneficiary. The parties agree that Google is a third party beneficiary of this Agreement. There are no other third party beneficiaries to this Agreement.

10.6   Waiver of Default. No delay or omission by either party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

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10.7   Survival. The provisions of Section 3.6, Article 5, Article 6, Article 7, Article . , Article 9, and this Article, as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

10.8   Force Majeure. Neither SADA nor Google shall be liable for inadequate performance to the extent caused by a circumstance beyond its reasonable control, including, without limitation, domain name server issues outside its direct control, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortage.

10.9   Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

11.   Entire Agreement; Amendment and Waiver. This Agreement and any exhibits referred to herein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the parties with respect to the subject matter hereof. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver of discharge is sought to be enforced.

12.   Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.
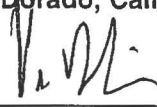
CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

IN WITNESS WHEREOF, this Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.

The County of El Dorado, California

Tony Safoian
     Print name: _TONY SAFOIAN_

President/CEO
     Print title: _PRESIDENT, CEO_

EXHIBIT A

Under the terms of the Agreement of which this Exhibit is a party, SADA will provide the following Google products to Customer in the indicated quantity and at the indicated pricing:

Item	Quantity	Price Per Item	Total
Google Apps for Government End User Accounts (16 month term for first year)	1970	$43.50	$85,695.00
Google Message Archiving & Discovery, 1 Year Retention - Annual Fee (16 month term for first year)	1970	$9.00	$17,730.00

The Initial Term of this Agreement will be 16 months. Please note that the terms of this offer includes an additional four months of service free for Google Apps for Government and Google Message Archiving and Discovery, during the customer's first year of service. Pricing and terms expire if not agreed to by Customer by September 29th, 2011.

Customer opts to pay for the Services on a prepaid basis.

Overage Charge

Customer shall notify SADA in the event that Customer exceeds the number of mailboxes/units set forth above for any Postini, message encryption or message security product, such notice to be provided to SADA within 10 days of the occurrence of such overage. Upon becoming aware of any such overage (whether from Customer or otherwise), SADA will charge Customer an "Overage Charge" for each month during which an overage exists. Such Overage Charge will be equal to the product of (A) the number of excess mailboxes and (B) 1/12 of the annual charge per mailbox, which Overage Charge will be invoiced to Customer by SADA monthly in arrears.

Notices

Any notices under this Agreement will be directed, if to SADA, at:

Annie Safoian, Chief Financial Officer
SADA Systems, Inc.
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Email: annie.safoian@sadasystems.com
Fax: 818-766-0090

and if to Customer, at:

**El Dorado County
Information Technologies
360 Fair Lane
Placerville, CA 95667**
Attention: **Gregg Plourde**
Email: **gregg.plourde@edcgov.us**
Fax: **(530) 295-2512**
Phone: **(530) 621-5431**

SADA Google Apps for Government Customer Agreement

SADA Systems, Inc.
MASTER PROFESSIONAL SERVICES AGREEMENT

This **MASTER PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), is made and entered into as of |EFFECTIVE DATE| (the "Effective Date"), by and between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and **The County of El Dorado, CA**, a **County** organized under the laws of the **The State of California** with offices at **360 Fair Lane, Placerville, CA 95667** ("Client"). SADA and Client may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. BACKGROUND, OBJECTIVES, CONSTRUCTION AND INTERPRETATION

1.1   **Background and Objectives**. This Agreement will serve as a framework under which SADA will provide certain information technology services (the "Services"), as described in Exhibit A (Scope of Services), attached hereto and incorporated herein, and as further requested by Client from time to time during the term of this Agreement and agreed upon in an executed Statement of Work (as defined in Section Statements of Work. From time to time during the term of this Agreement, Client may ask SADA to perform services that are not described in an executed Statement of Work or this Agreement. Following any such request, SADA will prepare and deliver a statement of work substantially in the form of Exhibit A ("Statement of Work"). Each Statement of Work will contain:).

1.2   **Definitions**.

(2.A)   Capitalized terms used in this Agreement have the meaning assigned to them in the applicable Section. Terms, acronyms and phrases that are used in the information technology industry or other pertinent business context should be interpreted in accordance with their generally understood meaning in such industries or business context.

(2.B)   The word "include" and its derivatives (such as "including" and "includes") mean "include without limitation."

1.3   **References and Interpretation**.

(3.A)   Headings, captions and titles used in this Agreement are included for convenience only and in no way define the scope or content of this Agreement or are to be used in the construction or interpretation of this Agreement. Any reference to a particular article or section number or exhibit is a reference to that specified article, section or exhibit of this Agreement, except to the extent that the cross-reference expressly refers to another document.

(3.B)   If there is a conflict or inconsistency between the terms of this Agreement and any executed Statement of Work, the terms of this Agreement will prevail except to the extent that the executed Statement of Work specifically and expressly states an intent to supersede specific terms of this Agreement with applicability only to that executed Statement of Work. Notwithstanding the preceding sentence, no executed Statement of Work will be effective to: (1) expand, eliminate or restrict the scope of any indemnity obligation set forth in Article INDEMNIFICATION; (2) change any limitation of liability set forth in Article LIABILITY; or (3) settle or resolve any dispute between the Parties.

2. SCOPE OF SERVICES

2.1   **Provision of Services**. SADA will perform the Services identified in Exhibit A and those Services identified in additional Statements of Work entered into and executed by each of the Parties. Absent an

executed Statement of Work, this Agreement does not, in and of itself, represent a commitment by either Party to provide any minimum amount of charges or services.

2.2   Statements of Work. From time to time during the term of this Agreement, Client may ask SADA to perform services that are not described in an executed Statement of Work or this Agreement. Following any such request, SADA will prepare and deliver a statement of work substantially in the form of Exhibit A ("Statement of Work"). Each Statement of Work will contain:

(2.A)   a description of the work SADA expects to perform in connection with such project, including a description of any deliverables;

(2.B)   a prospective schedule for commencing and completing such work; and

(2.C)   SADA's prospective charges for such work.

If a proposed Statement of Work is mutually acceptable to the Parties, the Parties will execute such Statement of Work. Each executed Statement of Work will be a separate agreement and, except for any provisions of this Agreement that are specifically excluded or modified in such executed Statement of Work (subject to Section If there is a conflict or inconsistency between the terms of this Agreement and any executed Statement of Work, the terms of this Agreement will prevail except to the extent that the executed Statement of Work specifically and expressly states an intent to supersede specific terms of this Agreement with applicability only to that executed Statement of Work.), each executed Statement of Work will incorporate and be subject to all the terms and conditions of this Agreement.

2.3   Modification of an Executed Statement of Work. Either Party may request modifications to an executed Statement of Work by submitting a written change order request to the other Party (each, a "Change Order"). If acceptable to both Parties, the Change Order will be executed by the Parties and will become part of the applicable executed Statement of Work. SADA will not be bound by the terms of any Change Order until it is executed by SADA.

2.4   Cooperation. Client understands that SADA's performance is dependent on Client's timely and effective cooperation, and that the quality of the Services are dependent on Client providing timely and accurate information to SADA and access to the required Client resources in accordance with the objectives of the applicable executed Statement of Work. Accordingly, any delay or nonperformance by SADA will be excused if and to the extent that such nonperformance results from Client's failure to perform its responsibilities so long as SADA uses commercially reasonable efforts to perform notwithstanding Client's failure (with Client reimbursing SADA for any additional out-of-pocket expenses incurred in connection with such efforts).

3.   TERM, TERMINATION AND SUSPENSION OF SERVICES

3.1   Term. The term of this Agreement will begin on the Effective Date and will continue in effect until the later of (A) **One** year after the Effective Date, and (B) the expiration or earlier termination of the last remaining executed Statement of Work, unless extended or terminated earlier in accordance with the terms of this Agreement. The Parties may agree to extend the term by written agreement to that effect.

3.2   Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable executed Statement of Work, as of a date specified in the notice of termination.

3.3   Termination for Non-Payment. If undisputed invoices under this Agreement totaling at least two months' charges are at any time outstanding and unpaid for 45 days, and Client fails to make such

payment within 30 days of receiving written notice from SADA of its failure to make such payment, SADA may, by giving written notice to Client, terminate this Agreement and any executed Statement of Work as of the date specified in the notice of termination. For the avoidance of doubt, if Client fails to pay any undisputed charges for hosting services provided by SADA, SADA may, by giving written notice to Client, terminate such hosting services.

3.4   Right to Suspend Services for Financial Instability. If SADA has reasonable grounds for questioning Client's ability to pay for the Services in a timely fashion, SADA may demand written assurances of Client's ability to meet its payment obligations under this Agreement, the adequacy of which will be determined by SADA in its reasonable discretion. Unless Client provides assurances in a reasonable time and manner acceptable to SADA, then in addition to any other rights and remedies available under this Agreement, SADA may partially or totally suspend its performance of Services (including hosting services, if applicable) under this Agreement and any executed Statement of Work, without liability to Client.

3.5   Termination for Convenience. Client may terminate this Agreement or any executed Statement of Work for convenience and without cause at any time by giving SADA at least 10 business days' prior written notice designating the termination date.

3.6   Consequences of Termination. If this Agreement or any executed Statement of Work is terminated in accordance with the terms of this Article, SADA
will be entitled to receive payment for all Services performed prior to termination in accordance with the terms of this Agreement or the applicable executed Statement of Work. In addition, if SADA terminates any executed Statement of Work pursuant to Section Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within 30 days after notice of breach from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within 30 days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable executed Statement of Work, as of a date specified in the notice of termination. or Section Termination for Non-Payment. If undisputed invoices under this Agreement totaling at least two months' charges are at any time outstanding and unpaid for 45 days, and Client fails to make such payment within 30 days of receiving written notice from SADA of its failure to make such payment, SADA may, by giving written notice to Client, terminate this Agreement and any executed Statement of Work as of the date specified in the notice of termination. For the avoidance of doubt, if Client fails to pay any undisputed charges for hosting services provided by SADA, SADA may, by giving written notice to Client, terminate such hosting services. or Client terminates this Agreement or any executed Statement of Work without cause pursuant to Section Termination for Convenience. Client may terminate this Agreement or any executed Statement of Work for convenience and without cause at any time by giving SADA at least 10 business days' prior written notice designating the termination date., SADA will be entitled to reimbursement for any obligations SADA has entered into for the purpose of performing Services that cannot be cancelled. Termination of an executed Statement of Work will not affect any other executed Statements of Work then in effect. Termination of this Agreement will result in immediate termination of all executed Statements of Work then in effect.

4.   SADA PERSONNEL

4.1   Oversight and Responsibility.

(1.A)   SADA will assign an adequate number of SADA personnel to perform the Services. SADA personnel will be properly trained and fully qualified for the Services they are to perform.

(1.B)   SADA may utilize subcontractors and SADA affiliates to perform the Services, and elements of the Services may be performed from locations outside the United States.

(1.C)   SADA will be responsible for the appropriate oversight and supervision of all SADA employees and any subcontractors who perform Services hereunder, each considered "SADA personnel" for purposes of this Agreement. SADA will remain responsible for any Services performed by subcontractors to the same extent as if SADA performed such Services itself.

4.2   **Non-Solicitation.** From the effective date of the applicable executed Statement of Work until 24 months after completion of its obligations under such executed Statement of Work, a Party will not directly or indirectly solicit or seek to procure (other than by general advertising), without the prior written consent of the other Party, the employment of: (A) in the case of Client, SADA's employees engaged in the provision of the Services under such executed Statement of Work; and (B) in the case of SADA, any Client employees engaged in activities related to the Services, unless, in either case, such employee has resigned from working for or been terminated by the applicable Party.

5.   PROPRIETARY RIGHTS

5.1   **Client IP.** As between Client and SADA, all right, title and interest in and to Client IP (as defined below) will remain the exclusive property of Client. To the extent necessary to provide the Services, Client hereby grants SADA, solely to provide the Services, a non-exclusive, non-transferable, fully paid-up and royalty-free, limited right to access and use the Client IP; provided that the rights granted to SADA hereunder will automatically expire effective upon the date that SADA ceases, for any reason, to provide the applicable Services. For purposes of this Agreement, "Client IP" will mean (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to Client or licensed to Client from third parties (other than SADA), that are provided to SADA by Client in order for SADA to provide the Services and fulfill its obligations under this Agreement.

5.2   **SADA IP.**

(2.A)   As between SADA and Client, all right, title and interest in and to SADA IP (as defined below) will remain the exclusive property of SADA. Except to the extent that the Parties enter into separate license agreements with respect to any software products to be provided by SADA (in which case such software products will be governed by the terms of those license agreements), to the extent necessary to receive or use the Services or use any deliverable, SADA hereby grants to Client a perpetual, non-exclusive, worldwide, fully paid-up and royalty-free license to access and use (and to allow third parties to access and use solely for the benefit of Client) the SADA IP, for no additional consideration. Notwithstanding the foregoing, in the event that a Statement of Work provides for services and deliverables to be provided to Client on a trial or pilot basis, Client's license to access and use any SADA IP necessary to receive or use the services or deliverables provided as part of such trial or pilot will not be perpetual, but will be limited to the period of such trial or pilot phase, as set forth in the applicable Statement of Work.

(2.B)   Nothing in this Section will be construed to grant Client any right to separate SADA IP from the deliverable into which it is incorporated and Client will not (and will not knowingly allow any third party to) adapt, modify, translate, reverse engineer, decompile, disassemble or attempt to decode or disassemble any source code or underlying ideas or algorithms of any SADA IP or part thereof. Client will not sell, rent, lease, sublease, license, lend, market or commercially exploit such SADA IP or use SADA IP for the benefit of any affiliate, organization or other third party not contemplated by the applicable executed Statement of Work, or assign or transfer any rights with respect to SADA IP granted under this Agreement.

(2.C)   For purposes of this Agreement, "SADA IP" will mean (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to SADA or licensed to SADA from third parties (other than Client or its affiliates) that are used to provide the Services, together, in each case, with any modifications or enhancements thereto and derivative works based thereon. Client acknowledges

and agrees that with respect to any SADA IP licensed to SADA from third parties, any rights granted to Client hereunder or under any executed Statement of Work, will be subject to all restrictions set forth in the applicable third party agreements.

5.3   Residual Knowledge. Nothing in this Agreement will restrict a Party from using Services-related ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques that are general in nature and retained in the unaided mental impressions of the Party's personnel, which either Party, individually or jointly, develops or discloses under this Agreement; provided that, in doing so, each Party does not breach its obligations under Article CONFIDENTIALITY or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party. Except for the license rights set forth in this Article, neither this Agreement nor any executed Statement of Work grants any license to either Party under any patents or copyrights of the other Party. The Parties acknowledge that SADA has the right to: (A) provide consulting or other services of any kind or nature to any person or entity as SADA, in its sole discretion, deems appropriate, and (B) use any works of authorship or other intellectual property included in the deliverables to develop for itself, or for others, materials or processes similar to those contemplated or produced under this Agreement.

6.   CHARGES AND INVOICES

6.1   General. Subject to the provisions of this Agreement, Client will pay SADA the amounts set forth in each executed Statement of Work (including any Change Orders thereto).

6.2   Reimbursement of Expenses. Client agrees to reimburse SADA for costs and expenses incurred in connection with SADA's performance of the Services, including computer, telephone, copy and delivery charges, material fees and reasonable travel expenses (including air travel, ground transportation, lodging, meals and incidentals); provided Client has approved such expenses (which approval may be evidenced in an executed Statement of Work). SADA will provide Client with receipts or other documentation substantiating all such reimbursable costs and expenses.

6.3   Invoices and Payment. SADA will invoice Client for all amounts due under an executed Statements of Work in accordance with the schedule set forth in such executed Statement of Work. Each invoice submitted to Client pursuant to this Agreement will be due and payable by Client within 30 days of receipt.

6.4   Taxes. All amounts payable under this Agreement and any executed Statement of Work are exclusive of taxes, unless otherwise stated in such Statement of Work. Accordingly, SADA will add an amount equal to any and all applicable taxes and duties, however designated, that relate to or arise out of SADA's provision of the Services (other than taxes based upon SADA's net income), which amounts will be separately itemized on all invoices provided to Client, unless Client provides SADA with a valid tax exemption certificate authorized by the appropriate taxing authority. If Client is required by law to withhold any taxes from its payments to SADA, Client must provide SADA with an official tax receipt or other appropriate documentation to support such payments. If Client does not pay any taxes invoiced by SADA for which Client is responsible, SADA may make such payments on Client's behalf and Client agrees to reimburse SADA for such payments.

6.5   Disputed Fees and Late Payments.

(5.A)   Client agrees to notify SADA within five business days of its receipt of an invoice from SADA, if Client disputes any amount or item in such invoice in good faith, and if no such notification is provided, the invoice will be deemed accepted by Client. Notwithstanding any dispute, Client will pay the undisputed portion of an invoice when due and payable. If Client withholds any amount associated with disputed amounts pursuant to this Section, Client will provide SADA with a description of the basis for such withholding. Upon resolution of a dispute involving any withheld amounts, Client will pay SADA such portion, if any, of the disputed amount agreed or determined to be owing to SADA.

(5.B) Delinquent payments with respect to SADA invoices will be subject to a finance charge of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until such invoice is paid in full. Payments against such amounts by Client will be applied first to accrued interest and then to the principal unpaid balance. If Client is delinquent in paying its invoices, SADA may suspend further work on behalf of Client in accordance with Section Right to Suspend Services for Financial Instability. If SADA has reasonable grounds for questioning Client's ability to pay for the Services in a timely fashion, SADA may demand written assurances of Client's ability to meet its payment obligations under this Agreement, the adequacy of which will be determined by SADA in its reasonable discretion. Unless Client provides assurances in a reasonable time and manner acceptable to SADA, then in addition to any other rights and remedies available under this Agreement, SADA may partially or totally suspend its performance of Services (including hosting services, if applicable) under this Agreement and any executed Statement of Work, without liability to Client.. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by SADA in collecting delinquent amounts, except where such delinquent amounts are due to invoicing errors by SADA.

7.   CONFIDENTIALITY

7.1   Disclosure of Confidential Information. The Parties agree that in the course of SADA's performance of the Services, each Party may access, receive or exchange information that is confidential in nature. For purposes of this agreement "Confidential Information" will include all information, in any form, furnished or made available, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Recipient") that is marked confidential, restricted, or is otherwise designated as confidential. Confidential Information will also include information that, by virtue of the nature of the information or the circumstances surrounding disclosure, a reasonable party would understand to be proprietary to Disclosing Party or confidential, including without limitation: (A) any personally identifiable information or financial information of any individual; (B) information concerning the operations, affairs and business of a Party, a Party's financial affairs, or a Party's relations with its customers and employees; (C) in the case of Client, Client IP; and (D) in the case of SADA, SADA IP.

7.2   Exclusions. Confidential Information does not include, and this Article does not apply to, information that (A) is or subsequently becomes published or available to the public through no fault of Recipient, (B) is received by Recipient from a third party without a duty of confidentiality; (C) is independently developed by Recipient without reference to Disclosing Party's Confidential Information, or (D) was in Recipient's possession or was known to Recipient before it was disclosed to Recipient by Disclosing Party.

7.3   Restrictions on Disclosure and Use. The Parties agree:

(3.A) Neither Party will make any use of the other Party's Confidential Information or any copies thereof, for any purpose other than those contemplated by this Agreement.

(3.B) Neither Party will reveal, disclose or provide access to the other Party's Confidential Information to any third party without the prior consent of such Party, provided that both Parties may share Confidential Information with their responsible employees who have a need to know such Confidential Information to perform their duties. Client understands that all materials provided to Client by SADA are provided solely for Client's internal use. Notwithstanding anything to the contrary in this paragraph, SADA may disclose Confidential Information to properly authorized entities as and to the extent necessary for performance of the Services, so long as in each such case, the receiving entity first agrees to the obligations described in this Article.

(3.C) Recipient will take security precautions at least as great as the precautions Recipient takes to protect its own confidential information, and at any rate will take commercially reasonable security precautions to ensure that no one, other than a person authorized pursuant to this Section, gains

access to Disclosing Party's Confidential Information without Disclosing Party's prior written consent. In the event that Recipient becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information, Recipient will immediately give notice to Disclosing Party and will assist Disclosing Party in remedying such unauthorized use or disclosure.

(3.D)   Recipient is permitted to disclose Confidential Information as required by law, regulation or subpoena, provided that Recipient will (i) give Disclosing Party prompt notice of any such requirement, which notice must be sufficient to permit Disclosing Party to seek relief to prevent such disclosure, (ii) cooperate with Disclosing Party to secure confidential treatment of the Confidential Information, and (iii) disclose only that portion of Disclosing Party's Confidential Information that is legally required.

(3.E)   Confidential Information is and will remain the exclusive property of Disclosing Party. Each Party agrees that it will have no proprietary interest in the other Party's Confidential Information and that nothing contained in this Agreement will be construed to grant either Party any rights, by license or otherwise, to any of the other Party's Confidential Information disclosed pursuant to this Agreement.

(3.F)   The obligations set forth in this Section will apply to Confidential Information provided, furnished or otherwise disclosed by Disclosing Party to Recipient, whether prior to or following the Effective Date.

7.4   **Controlling Provisions.** For purposes of this Agreement, each executed Statement of Work, and the Services contemplated by this Agreement and such executed Statements of Work, the provisions of this Article will have precedence over and supersede any confidentiality or non-disclosure agreement executed by the Parties prior to the Effective Date.

8.   REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1   **Authorization.**

Each Party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party.

8.2   **Performance of Services.** SADA represents, warrants and covenants to Client that the Services will be performed by qualified personnel with promptness and diligence in a workmanlike manner, consistent with applicable industry standards.

8.3   **Viruses and Disabling Code.** SADA will use commercially reasonable efforts to prevent the coding or introduction of viruses, disabling code or similar items into the Client systems by SADA or its agents; and SADA will, in the event a virus, disabling code or similar item is found to have been introduced into the software Deliverables or Client systems by SADA or its agents, at no additional charge, assist Client in reducing the effects of the virus, disabling code or similar item.

8.4   **Disclaimer.** OTHER THAN AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN ADDITION, SADA MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THIRD PARTY PRODUCTS OR SERVICES.

8.5   **Limited Warranty.** In the event that any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from delivery of the applicable Service or deliverable.

9. INSURANCE

During the term of this Agreement, SADA will keep in force the following insurance coverage:

- Workmen's Compensation as required by statute and Employer's Liability with $1,000,000 per accident, $1,000,000 disease policy limit, and $1,000,000 disease per employee.

- General Liability with $1,000,000 per occurrence and $2,000,000 aggregate.

- Professional Liability with $2,000,000 per occurrence and $2,000,000 aggregate.

- Excess Liability or Umbrella Liability with $3,000,000 per occurrence and $3,000,000 aggregate.

10. INDEMNIFICATION

10.1   By SADA. SADA agrees to indemnify, defend, and hold Client harmless from and against all losses, liabilities, damages, and related costs (including settlement costs and reasonable attorneys' fees) (collectively, "Losses") arising out of a third party claim that the Services, SADA IP or any deliverables infringe or misappropriate any patent, copyright, trade secret or trademark of a third party. Notwithstanding the foregoing, in no event will SADA have any obligations or liability under this Section arising from: (A) use of any Service or deliverable in a modified form or in combination with materials not furnished or approved by SADA, (B) use by Client or its agents of such item in a manner not reasonably consistent with the applicable specifications, requirements or instructions for such item, and (C) any content, information or data provided by Client or other third parties.

10.2   By Client. Client will indemnify, defend and hold SADA harmless from and against all Losses arising out of (A) a third party claim that Client IP or other materials provided to SADA by Client misappropriate any patent, copyright, trade secret or trademark of a third party; (B) any deficiency (including penalties and interest) relating to taxes that are the responsibility of Client; or (C) a third party claim arising out of or relating to SADA's use of any Client content, provided that such use complies with the terms of this Agreement.

10.3   Infringement. If the Services or any deliverable or item used by SADA to provide the Services or any deliverable becomes, or in SADA's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, SADA will, at its expense: (A) secure the right to continue using the Services, deliverable or item; (B) replace or modify the Services, deliverable or item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Services or deliverable; or (C) if SADA cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, SADA will discontinue providing the Services or remove the deliverable or item and the charges will be equitably adjusted to reflect such removal.

10.4   General. The Party seeking indemnification (the "Indemnitee") will promptly notify the other Party of the claim and cooperate with the indemnifying Party in defending the claim. The indemnifying Party will have full control and authority over the defense, provided that: (A) any settlement requiring the Indemnitee to admit liability or pay any money will require the Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the Indemnitee may join in the defense of a claim with its own counsel at its own expense. THE INDEMNITIES PROVIDED IN THIS ARTICLE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. LIABILITY

11.1 Limitation of Liability.

(1.A) IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

(1.B) EXCEPT AS PROVIDED IN <u>SECTION </u>Exceptions to Limitation of Liability. The limitations set forth in Section Limitation of Liability.(B) will not apply to: (A) damages occasioned by a Party's breach of its obligations with respect to the other Party's intellectual property rights, (B) Losses that are the subject of indemnification obligations under this Agreement, or (C) Losses determined to be the direct result of a Party's gross negligence or intentional or willful misconduct. , NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AGGREGATE AMOUNT ACTUALLY PAID TO SADA BY CLIENT UNDER THE APPLICABLE STATEMENT(S) OF WORK GIVING RISE TO SUCH LOSS.

(1.C) No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either Party more than one year after the Loss occurred, except that an action for non-payment may be brought within one year of the date of last payment.

11.2Exceptions to Limitation of Liability. The limitations set forth in <u>Section </u>Limitation of Liability.<u>(B) </u>will not apply to: (A) damages occasioned by a Party's breach of its obligations with respect to the other Party's intellectual property rights, (B) Losses that are the subject of indemnification obligations under this Agreement, or (C) Losses determined to be the direct result of a Party's gross negligence or intentional or willful misconduct.

12.   FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism, or any other similar cause beyond the reasonable control of such Party (each such event, a "<u>Force Majeure Event</u>"). Any Party so delayed in its performance will promptly notify the Party to whom performance is due by telephone (to be confirmed in writing within two days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay.

13.   DISPUTE RESOLUTION AND GOVERNING LAW

Any and all claims, disputes or controversies arising out of or relating to this Agreement, including disputes relating to the interpretation of any provision of this Agreement or any Party's performance or breach hereunder, will be resolved as set forth in this Article. All negotiations pursuant to this Article will be confidential and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

13.1   Dispute Resolution and Arbitration. In the event of a claim, controversy or dispute, the Parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If the Parties cannot reach settlement within a period of 60 days, then either Party may, upon notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association ("<u>AAA</u>") in accordance with its Commercial Arbitration Rules (the "<u>AAA Rules</u>"), provided that notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the parties according to the substantive laws of the state of California. The Parties will select an arbitrator, who will be an attorney with at least 10 years experience in commercial and contract law, provided that if the amount in dispute is greater than $500,000, the dispute will be heard by a panel of three arbitrators, with each party selecting one arbitrator and the AAA selecting the third arbitrator. If the Parties are unable to agree on an

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arbitrator(s), the arbitrator(s) will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator(s), provided that the arbitrator(s) will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs, including the costs of the arbitrator(s), if the arbitrator(s) find that the position taken by the other Party on material issues was without substantial foundation. The arbitrator(s) will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator(s) rendering judgment upon disputes between the parties will deliver a written opinion within 15 business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

13.2   Equitable Relief. Notwithstanding the foregoing, if a Party determines, in good faith, that a breach or threatened breach of the terms of this Agreement by the other Party would result in irreparable harm, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, such party may proceed directly to court and may obtain such relief without bond (if permitted by law). The Parties further acknowledge and agree that either Party may proceed directly to court if the other Party breaches or threatens to breach its obligations under Article PROPRIETARY RIGHTS or Article CONFIDENTIALITY. If a court of competent jurisdiction should find that a Party has breached or threatened to breach its obligations under either such Article, both Parties agree that, without any additional findings of irreparable injury or other conditions to injunctive relief, the breaching Party will not oppose the entry of an appropriate order compelling performance by the breaching Party and restraining such Party from any further breaches or threatened breaches.

13.3   Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under Section Equitable Relief. Notwithstanding the foregoing, if a Party determines, in good faith, that a breach or threatened breach of the terms of this Agreement by the other Party would result in irreparable harm, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, such party may proceed directly to court and may obtain such relief without bond (if permitted by law). The Parties further acknowledge and agree that either Party may proceed directly to court if the other Party breaches or threatens to breach its obligations under Article PROPRIETARY RIGHTS or Article CONFIDENTIALITY. If a court of competent jurisdiction should find that a Party has breached or threatened to breach its obligations under either such Article, both Parties agree that, without any additional findings of irreparable injury or other conditions to injunctive relief, the breaching Party will not oppose the entry of an appropriate order compelling performance by the breaching Party and restraining such Party from any further breaches or threatened breaches. of this Agreement or to enforce an award in accordance with Section notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the parties according to the substantive laws of the state of California. The Parties will select an arbitrator, who will be an attorney with at least 10 years experience in commercial and contract law, provided that if the amount in dispute is greater than $500,000. the dispute will be heard by a panel of three arbitrators. with each party selecting one arbitrator and the AAA selecting the third arbitrator. If the Parties are unable to agree on an arbitrator(s). the arbitrator(s) will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator(s). provided that the arbitrator(s) will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs. including the costs of the arbitrator(s). if the arbitrator(s) find that the position taken by the other Party on material issues was without substantial foundation. The arbitrator(s) will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator(s) rendering judgment upon disputes between the parties will deliver a written opinion within 15 business days following conclusion of the hearing. setting forth findings of fact. conclusions of law and the

rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction., the Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. The Parties further consent to the jurisdiction of any court located within a district that encompasses assets of a Party against which judgment has been rendered for the enforcement of such judgment or award against the assets of such Party.

13.4   No Limitation on Rights. Each Party agrees that the provisions contained in this Article do not limit either Party's right to terminate this Agreement as provided in Article 3.

14.   GENERAL PROVISIONS

14.1   Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement (other than routine operational communications) will be in writing and will be deemed duly given when (A) delivered personally, (B) one day after being given to an overnight courier with a reliable system for tracking delivery courier (charges prepaid), (C) when sent by confirmed facsimile or electronic mail with a copy sent by another means specified in this Section, or (D) six days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Client:

El Dorado County
Information Technologies
360 Fair Lane
Placerville, CA 95667
Attention: **Gregg Plourde**
Email: **gregg.plourde@edcgov.us**
Fax: **(530) 295-2512**
Phone: **(530) 621-5431**

If to SADA:

SADA Systems, Inc.
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Attention: Annie Safoian
Email: annie.safoian@sadasystems.com
Fax: (818) 766-0090
Phone: (818) 766-2400

A Party may change its address, facsimile number or designee for notification purposes by giving the other Party written notice of the new address, facsimile number or designee and the date upon which it will become effective.

14.2   Binding Nature and Assignment. This Agreement will be binding on the parties and their respective successors and assigns. Either party may assign this Agreement in connection with a merger, consolidation, or sale or other disposition of all or substantially all of its assets. Any other assignment will be null and void, except with the other party's prior written consent.

14.3   Relationship of the Parties. SADA, in furnishing the Services, is acting as an independent contractor. SADA is not an agent of Client and has no authority to represent Client as to any matters, except as expressly authorized in this Agreement.

14.4   Customer List. Client agrees that SADA may refer to Client and use Client's name in customer lists and other promotional materials.

14.5   Waiver of Default. No delay or omission by either Party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either Party of any breach or covenant will not be construed to be a waiver of any succeeding breach thereof or of any other covenant.

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14.6   Third Party Beneficiaries and Use of Work. Neither Party intends this Agreement to benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Parties. Client understands and agrees that Services performed by SADA under this Agreement are intended only for the parties specified in the applicable executed Statement of Work and may be misleading if used in another context or for another party and agrees not to use any deliverables or documents produced under this Agreement for any purpose other than the intended purpose without SADA's prior written consent.

14.7   Survival. The provisions of Section Non-Solicitation. From the effective date of the applicable executed Statement of Work until 24 months after completion of its obligations under such executed Statement of Work, a Party will not directly or indirectly solicit or seek to procure (other than by general advertising), without the prior written consent of the other Party, the employment of: (A) in the case of Client, SADA's employees engaged in the provision of the Services under such executed Statement of Work; and (B) in the case of SADA, any Client employees engaged in activities related to the Services, unless, in either case, such employee has resigned from working for or been terminated by the applicable Party., Article PROPRIETARY RIGHTS, Section Taxes., Article CONFIDENTIALITY, Section Disclaimer. OTHER THAN AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN ADDITION, SADA MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THIRD PARTY PRODUCTS OR SERVICES., Article INDEMNIFICATION, Article LIABILITY, Article DISPUTE RESOLUTION AND GOVERNING LAW and this Article, as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.
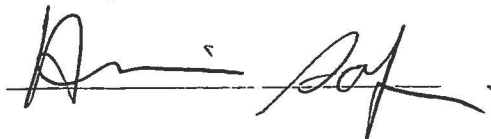
14.8   Severability. If any provision of this Agreement is found to be illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

14.9   Entire Agreement; Amendment and Waiver. This Agreement and each of the executed Statements of Work hereto, including any exhibits referred to herein or therein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the Party against which such change, waiver of discharge is sought to be enforced.
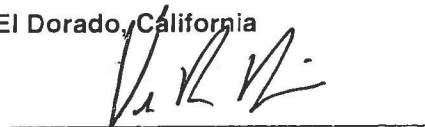
14.10   Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the Parties.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.   County of El Dorado, California

_____   _____

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Tony Safoian, President and CEO   Print name:_____

                        Print title:_____

STATEMENT OF WORK

This Statement of Work is entered into in connection with the Master Professional Services Agreement ("Agreement") by and between SADA Systems Inc. ("SADA") and **County of El Dorado, California** ("Client") dated **[DATE OF AGREEMENT]**. The terms and conditions of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Statement of Work will have the same meaning given to them in the Agreement. This Statement of Work describes certain Services and deliverables that will be provided by SADA to Client pursuant to the terms and conditions of the Agreement.

GENERAL INFORMATION

Project Title:	Google Apps for Government Implementation – County of El Dorado, CA
Effective Date:	**Term of SOW:** One Year

Service Recipients:	County of El Dorado, CA

SADA INFORMATION

Project Manager:	Lauren Tietje
SADA Personnel:	Kristina Turley – Deployment Manager/Technical Lead Helen Highberger – Deployment Engineer/Developer Tracey Flynn – Manager, Training and Communication Michael Higby – Regional Sales Director/Account Manager Tony Safoian – President/CEO, SADA Systems, Inc.
SADA sites:	5250 Lankershim Blvd., Suite 620 North Hollywood, CA 91601

Scope of Work

When work commences on this project, SADA will leverage our long standing expertise with on-premise environments (Exchange Server, GroupWise, Lotus, Etc.) to migrate users and data from the existing messaging platform to the Google Apps cloud. SADA will advise on best practices and make recommendations on how best to conduct a successful migration while minimizing the impact to operations, and maximizing user experience and adoption.

Anything not expressly stated to be within the scope of this SOW is agreed to be out-of-scope and not included in the SOW. Either party may submit a Change Request to the other party through the Change Order Process. The scope for this SOW defined below.

Technical Scope

The table below highlights major Google Apps services and integration points, and identifies which are in and out of scope for this project.

Service / Component	Description	Scope
Google Apps	Google's cloud-based communication and collaboration tools	In Scope
Google/Postini Message Security (GMS)	Message filtering and security service	In Scope
Google/Postini Archiving and Discovery (GMAD)	Message archival and discovery service	In Scope
Google Apps Directory Services (GADS)	Synchronizes Google Apps user directory with an enterprise LDAP system to support centralized user & group management	In Scope
Google/Postini Configuration	Configuration of Google/Postini message security, discovery and archiving serivice	In Scope
Lotus Workflow Discovery	Technical discovery and strategy development for Lotus feature set integration with Gmail	In Scope
Data and Archive Migration	Migration of existing and archived Lotus mail, calendar and contacts to Google Apps	In Scope
DAOS Solution Continuity	Verification of DAOS captured files migration to Google Apps, and strategy development of replicating key advantages of DAOS using native Google Apps services	In Scope
Google Apps Deployment and Change Management	Deployment planning and project management, initial setup, best practices consulting and change management strategy development, including one day of a SADA engineer on site for go-live.	In Scope
Google Apps Training	End user, administrator and help desk training sessions plus our integrated eLearning product for Google Apps.	In Scope

Change Management Scope

Deliverable / Service	Description	Scope
Training	On-Site training sessions and instructor led remote webinars	Curriculum Customization 2 days on-site 3 Remote Webinar Sessions

Assessment & Planning

SADA will conduct the research and discovery necessary to ensure a successful Google Apps migration. Such research and discovery as may be required will be completed during the "Assessment & Planning" phase of the project. Additional discovery and/or documentation may be conducted throughout the project as needed.

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The table below provides SADA's proposed outline for all phases of the Google Apps deployment project. This plan is subject to change based on verification of requirements and review of test / phase results. The proposed project plan is based on SADA's current understanding of the scope of work.

Note: within the scope of this project SADA will provide development and deployment services not to exceed, a 120-day period.

Phase	Purpose
Discovery & Planning	• Validate all findings during discovery • Define/refine schedule and plan for migration
Preparation & Staging	• Deploy Directory Synchronization
Data Migration	• Systematically ingest all mail, calendar and contact data into Google Apps.
Go / No Go Calls	• Validate all elements in place for Migration and Cut-over
MX Cut Over	• Change public DNS to deliver email to Google Apps/Postini
Post Migration Support	• Address any exceptions found resulting from migration • Provide an escalation point for administrators • Provide an escalation point for technical issues though Google's support organization

Discovery & Logistics

As mentioned above, SADA will conduct research and discovery into the existing infrastructure. This step allows SADA to gather the information needed to ensure a successful migration. SADA designed this phase to collect, verify and validate environment-specific factors crucial to the completion of this project. Discovery and logistics includes the following:
- Assessment of the general server environment.
- Assessment of the existing Lotus Notes (or other mail system) environment including number of users, distribution lists, mail-enabled objects, mailbox sizes and public folder usage and complexity.
- Discovery of any mail logging or archiving currently in place.
- Discovery of any server-resident 3rd party Lotus Domino Server (or other mail system) dependencies.
- Discovery of existing methods of connecting to Domino (or other mail system) from the client-side, including e-mail software and hand-held synchronization clients.
- Discovery of any existing cloud-based services already in use, such as inbound or outbound mail filtering.
- Assessing ISP bandwidth, stability, and existence of redundancy.
- Run standard network and Active Directory (or other identity management system) tests to check for overall health and proper configuration of the identity management system.
- Full administrative accessibility to manage public DNS records.

The high level of engagement required of all project teams in this phase of the project requires devoted resources. Activities such as data entry, data validation, meetings, conference calls, and a variety of other administrative or technical remediation activities are not uncommon.

Preparation & Staging

Google Apps QuickStart

SADA will provide assistance with the set-up of the Google Apps for Business account, including the following:

1. Basic discovery of the existing infrastructure provided by SADA's Google Apps engineering team.
2. Assist with sign up for, or upgrade to Google Apps for Business and set up of initial Google Apps accounts.
3. Import and set-up of the initial group of account users
4. Configure dual delivery for pilot users. Dual delivery is achieved through forwarding messages from the legacy email system to the Google Apps domain.
5. Assist with configuration of DNS records (MX, CNAME, and A record).
6. An engineer on-site on day of go-live
7. Assist with development of end-user communication templates and content, as needed.

Deployment and Integration

Google Apps Directory Sync

With Google Apps Directory Sync, you can automatically provision users, groups and non-employee contacts based on the user data in your Directory server. Google Apps Directory Sync connects to your Google Apps directory and adds/deletes user accounts to match your existing organizational schema.

The Google Apps Directory Sync configuration wizard guides you through customizing your synchronization and mapping of your Directory user list to your Google Apps users, nicknames, shared contacts and groups. You can also synchronize rich user profile data like home/work/mobile phone numbers, addresses and job titles. To manage your synchronization, you can perform test synchronizations, and configure change limits, notifications, and scheduled synchronizations.

Key benefits:

- Synchronizes your Google Apps user accounts to match user data in your Directory server.
- Supports sophisticated rules for custom mapping of users, groups, non-employee contacts, rich user profiles, aliases, and exceptions.
- Performs a one-way synchronization. Data on your Directory server is never updated or altered.
- Runs as utility in your server environment. No machine outside your perimeter accesses your Directory server data.
- Includes extensive tests and simulations to ensure correct synchronization.
- Includes all necessary components in the installation package.

System requirements:

- *Google Apps*: Premier Edition, Education Edition, or Partner Edition

- *LDAP servers*: Microsoft Active Directory, Lotus Domino, and most generic Open LDAP servers.
- *Operating systems*: Windows XP (SP2) / 2003 / Vista, Linux, or Solaris (version 8+, no support for x86)
- *Prerequisites*: Read and execute administrative access over to your LDAP server. Experience with LDAP queries and servers.

SADA will work with client project team to deploy Google Apps Directory Sync across all Directory servers.

Postini Configuration Services

Postini Message Security is a solution to keep your email free from spam, viruses, phishing, and other email threats as well as providing other options such as archiving, message encryption and content filtering. Postini will filter out all messaging threats including spam and viruses before they reach your network. By routing inbound and outbound email through their data centers, we can activate robust security policies that keep your organization secure and compliant.

- Stop spam, viruses, phishing, denial of service (DoS), directory harvest attacks (DHA), and other attacks
- Ensure no delays, message loss or disruptions to email service with our patented real-time, pass-through architecture
- Allow end users to manage their own spam in an efficient manner
- Create content-based policies for inbound and outbound traffic (including pre-defined lexicons for social security and credit card numbers)
- Guarantee email arrives even if your email servers go down with spooling
- Encrypt domain-to-domain messaging using standard SSL or TLS protocols
- Enable directory synchronization with your LDAP user data to ensure new users are automatically provisioned
- 99.999% availability for message processing and capacity to handle billions of transactions a day

Manage email retention with a centralized, searchable archive so you can locate email quickly in the event of legal discovery.

- Capture and index all of your organization's email and attachments in a centralized repository
- Store email in redundant and secure Google data centers, creating a reliable, offsite backup
- Search your archive using parameters such as date range, sender, recipient, subject and content
- Place search results on litigation hold to preserve messages beyond their retention periods
- Export search results to PST or MBOX format for further review and analysis
- Integrated spam and virus filtering included

SADA will provision new accounts in Google Apps, then develop a strategy for implementing the Postini Message Security suite of services as per client need and then activate/configure such for client.

- Set up Email Configurations/User Organizations
- User Provisioning for Pre-Go Live users
- Set up Split/Dual Delivery
- Install and configure Google Apps Directory Sync for Email Security

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- Configure Outbound servers/Appliances
- Configure Content filters
- Admin Walkthrough

Lotus Data Migration

SADA will plan, and then configure and execute a data migration process of historical mail, contact and calendar data from an existing Lotus mail server using the Google Apps Migration for Lotus Notes tool, which migrates mail, calendar and contacts expeditiously. The tool is a native Notes application and key features include:

- Easy deployment. Centrally administered server side migration process. No user intervention needed
- No downtime. Users can continue to use Notes even during the migration process. After they're migrated, Gmail will open Notes links in Lotus Notes
- Global efficiency. Migrate multiple offices simultaneously or separately. Assign administration controls at the organization and the office level as needed
- Trackable reports. Centralized event logging to manage & monitor migration across any number of Domino servers and sites

System Requirements
- Google Apps Premier Edition or Google Apps Education Edition.
- IBM Lotus Domino Server Release 6.5 or later. The migration tool must be installed on a Microsoft Windows 2000 or higher server. Mail files may reside on any operating system that supports Lotus Notes.
- A single Notes Client with Domino Administrator installed.
- Administrator access to the mail files being migrated through a trusted user or server ID.
- Microsoft Core XML Services 6.0 when using ServerXMLHttp to feed Notes content to Google (download Microsoft Core XML Services 6.0)

In addition, SADA can move historic data stored locally in user archives if client can replicate that data to the Domino server.

- Users can replicate their local .nsf archives to the Domino server themselves by instructing them to use File|Replication|New Replica from their Notes client. You will want to designate a directory on the server for this. For example, 'Archives'.
- In order to replicate local archives to the migration server, you need to give your users temporary 'Create Database' and 'Create Replica' rights on the Domino server. These rights can be revoked after the migration has finished, or left in place if you plan to shut down your Domino servers after migration.

Lotus Workflow Discovery

Client currently makes use of two feature set databases in Lotus Domino, 1) Teamrooms, and 2) InterTrac. Each of these two applications provide various workflow functions to the organization and will require e-mail integration. SADA will work with client to conduct technical and business needs discovery and develop a strategy for Google Apps integration.

Lotus Domino Attachment and Object Service (DAOS) Discovery

SADA fully understands and values the importance of data continuity when executing a migration from a legacy system to Google Apps. In the case of Lotus' DAOS feature, SADA will run extensive testing after a period of technical discovery to ensure that the migration tool is configured such that the Client's files are successfully migrated to Google Apps. SADA will also discuss strategies with the client to optimize the DAOS transition to Google Apps. Specifically, SADA will provide detailed training, via two live webinars, on the native features of Google Apps

that can be used as a viable alternative to DAOS.

Administrative & Technical Training

Introduction of Google Apps requires a level of change management that administrators will need to understand and be prepared to accommodate. Changes that administrators will need to be prepared to facilitate involve account changes and user administration tasks.

To facilitate smooth deployment of services, and increased user adoption, SADA offers a basic remote training plan. Google Apps training sessions are conducted by one of SADA's certified Google Apps trainers. This training includes administrators and staff members who have been selected to act as Google Apps trainers within the organization.

SADA training is also available for end-users and employees of an organization who will be using Google Apps on a daily basis. SADA offers a number of options for training including on-site training classes, online webinar-style training sessions, or a combination of both. SADA works with its clients to develop a training solution that meets both budget and logistical needs.

Our recommended, flat-fee all, inclusive training package will include:
- Curriculum Customization & Material Development
  - For Trainers / End-Users
  - For Admins
  - For Helpdesk Staff
  - Google Site Creation
  - Training experience satisfaction surveys
- 2 days on-site: Sample Schedule: Can be customized
  - 1 day - Admin / HelpDesk Training
  - 1 day - End Users / Trainers Training
- 3 Remote Webinar Sessions
- Travel expenses are included in deliverable cost

Google Apps eLearning from SADA

SADA provides on-demand, Google Apps eLearning sessions that are integrated directly into each user's Google Apps dashboard. These lessons provide additional training for new users as well as an ongoing opportunity to refresh and update skills, particularly as Google updates Google Apps and provides new features.

Key Benefits
- Easy to Access
  - Google Apps Training is accessed from under the 'more' button. No need to enter additional passwords, just click and get the training you need.
- Effective Change Management
- Easily bridge the transition with to-the-point training that covers the following:
  - Gmail Training = 45 minutes
  - Google Calendar = 25 minutes
  - Google Docs = 30 minutes
  - Google Sites = 30 minutes
- Re-Learn Any Time

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- o With Google Apps Training, you can easily return to a specific lesson or a specific skill.
- Version Now
  - o Significant updates are made within 15 business days of a change to Google Apps. This means you can easily keep up with the improvements in Google Apps.
- Skills Development
- The more users understand Google Apps, the more they can leverage its power to communicate, collaborate, and create.

Under the terms of this offer, SADA will provide one year of Google Apps eLearning accounts to all Google Apps accounts purchased, free of charge (regular price $10 per user per year) for one year from the date of account activation.

Post Migration Support

SADA's comprehensive incident, problem, and project management platform ensures that all reported issues are captured and resolved over the course of the project. General support as it relates to this SoW will be provided for the duration of the project.

Project Wrap/Spin Down

At the completion of the project, a meeting will be held to verify that all business and technical requirements have been satisfied. This call will also establish any remaining project activities required for project completion that may include:
- Final action items.
- Change orders.
- The transfer of knowledge
- Any other project completion activities, as deemed appropriate and within scope.

Additionally, a project feedback from will be provided to establish the level of satisfaction in the completion of the project and SADA's services.

SADA recommends these communications be sent at different intervals based on the requirements of the project and the transition of service. SADA will help to determine the appropriate interval to send communications. Early in the discovery and planning phase of the project SADA will help to develop a communication plan.

Note that SADA will not keep the deployment/migration project open for any reason for a period of more than 90 days after deployment and migration work has been completed.

Client Responsibilities

SADA requires the following to ensure a complete migration:
- Access to a Google Apps administrator account created for SADA.
  - o Username and password need to be given to SADA for this account.
  - o Procurement of all necessary subscriptions including Google Apps.
  - o Designation of SADA as the Partner of Record.
- One or more appropriate server resource(s) to house the following:
  - o Directory Synchronization Tool
  - o Google Apps Migration Tools
- Fulfill all the software, hardware, and/or infrastructure requirements for products provided by Google and/or SADA, where applicable.

- Name and remote access to the designated server(s) *and* a *non*-Domain-Controlling Windows 2003 (or greater) member server used for DirSync.
- Remote access to servers and workstations required to complete the project.
- Credentials for an Active Directory service (user) account that is:
  o A member of the Enterprise Admins security group
  o A member of the Full Administrator security group
  o A member of the local Administrator security group on the non-DC-server member server.
- All necessary Google Apps service and/or administrator accounts required by the project.
- SADA requires access to DNS management of public domain name(s), or contact information for the person responsible for managing the DNS configuration.
- Provide all communications to end users. This includes notification of changes, migration schedule, and other information pertinent to the continuation of the project.
- A qualified technical resource, who can provide the following:
  o Facilitate physical or remote access.
  o Fulfill the requirements of this project.
  o Make decisions to ensure progress can be made on the project without interruption.
- Software deployments that may include:
  o Microsoft Outlook.
  o Google Talk.
  o Communication clients.
  o Software dependencies or operating systems.

SADA's Assumptions

SADA assumes the following within the context of this SoW:
- All services will be rendered during the following time periods:
  o General project delivery: 9AM to 6PM (Pacific) Monday through Friday.
  o During planned weekend migrations, SADA will provide up to 8 hours of remote support between 8:00AM and 9:00PM (Pacific) on the given Saturday and Sunday.
  o The first business morning after migration has completed, SADA will provide remote support services as early as 6:00 a.m. (Pacific) and extending an entire 12 hour period. Such service is provided by request only.
  o All times exclude national holidays.
- Adequate facilities and resources will be provided for services rendered by SADA while on-site, as needed.
- SADA is authorized to perform interviews of stakeholders, sponsors, team members, technical staff and managers. Those who SADA feels it is necessary to interview will be reasonably available for the purpose of gathering information according to the demands of the project.
- SADA is not responsible for the acquisition and implementation of necessary hardware, software, and/or subscriptions required to complete this project.
- Any changes made to technical or business specifications found in this proposal must be submitted through a valid change order, and approved by both parties to this proposal.

Out of Scope
- No deployment of desktop software is noted or explicitly stated otherwise in the SoW.

- No direct end-user assistance of any type is included, unless SADA's Service Desk has been contracted as part of the project, or as an addendum.
- The installation or configuration of an internal SMTP relay.
- The removal, uninstallation, retirement, or decommissioning of any elements within the existing messaging platform is out of scope.
- Migration of PST data, centrally archived data, or encrypted mail is out of scope.

Project Risks, Issues and Mitigation

The Partner shall identify, monitor and escalate risks/issues identified by the integrated project team. A risk is defined as a potential issue, but has not yet occurred. Risks shall be identified as early as possible, categorized accordingly to impact (Low, Med, High, Critical occurrence) and Partner will be responsible for a risk mitigation strategy.

An issue is a risk that has occurred and presents a challenge to the project. Issues shall be prioritized (Low, Med, High, Critical) and assigned for resolution to the integrated project team.

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Partner. Critical risks and issues shall be escalated to the Steering Committee for review and arbitration.

Project-Specific Change Management

To ensure good project management, maintaining project scope must be a priority and an ongoing effort. This applies equally to all parties involved in the deployment of Google Apps. The statements and assumptions made in this SOW represent the single and authoritative definition for the scope of this project. Moreover, all the information contained within this SoW is considered to be an accurate representation of the environment, state, needs and requirements expressed or implied regarding the scope of this migration. If SADA finds during the execution of this project, that information used as the basis for this SoW is inaccurate, incorrect, incomplete, invalid, or the scope of the project changes for reasons outside of SADA's control, it is SADA's responsibility to notify Client so corrective measures can made. SADA will determine whether scope concessions or change orders are appropriate, and will work to reasonably and mutually proceed with project activities accordingly.

As it relates to the context of this project, corrective measures that include Moves, Additions or Changes (MACs) will be closely monitored, evaluated, and responded to by the SADA project manager. SADA will track such requests separately in its incident and project management system. SADA will evaluate all such requests for triage, appropriate/applicable contextual scope alignment, and those that may result in an additional quote. SADA will provide adequate time and information for the evaluation of MACs by project stakeholders. Time is provided to evaluate additional quotes with usual understanding they may influence time, budget resources and/or previously agreed upon milestones.

Project-specific Change Orders

Any additional cost or credit to client resulting from a change in the scope of work shall be by mutual agreement. No additional services shall be allocated or implemented for changes related to this project and the SoW herein, unless the work changes the project duration, material deliverables, or staffing resource demands. Upon identification of any MAC request, SADA will produce a change order form (see Appendix C), proposal amendment, or an entirely new proposal based on the scope of the request.

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- SADA is authorized to perform interviews of stakeholders, sponsors, team members, technical staff and managers. Those who SADA feels it is necessary to interview will be reasonably available for the purpose of gathering information according to the demands of the project.
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An issue is a risk that has occurred and presents a challenge to the project. Issues shall be prioritized (Low, Med, High, Critical) and assigned for resolution to the integrated project team.

Risks and issues shall be tracked in an agreed-upon method by both the Customer and the Partner. Critical risks and issues shall be escalated to the Steering Committee for review and arbitration.

Project-Specific Change Management

To ensure good project management, maintaining project scope must be a priority and an ongoing effort. This applies equally to all parties involved in the deployment of Google Apps. The statements and assumptions made in this SOW represent the single and authoritative definition for the scope of this project. Moreover, all the information contained within this SoW is considered to be an accurate representation of the environment, state, needs and requirements expressed or implied regarding the scope of this migration. If SADA finds during the execution of this project, that information used as the basis for this SoW is inaccurate, incorrect, incomplete, invalid, or the scope of the project changes for reasons outside of SADA's control, it is SADA's responsibility to notify Client so corrective measures can made. SADA will determine whether scope concessions or change orders are appropriate, and will work to reasonably and mutually proceed with project activities accordingly.

As it relates to the context of this project, corrective measures that include Moves, Additions or Changes (MACs) will be closely monitored, evaluated, and responded to by the SADA project manager. SADA will track such requests separately in its incident and project management system. SADA will evaluate all such requests for triage, appropriate/applicable contextual scope alignment, and those that may result in an additional quote. SADA will provide adequate time and information for the evaluation of MACs by project stakeholders. Time is provided to evaluate additional quotes with usual understanding they may influence time, budget resources and/or previously agreed upon milestones.

Project-specific Change Orders

Any additional cost or credit to client resulting from a change in the scope of work shall be by mutual agreement. No additional services shall be allocated or implemented for changes related to this project and the SoW herein, unless the work changes the project duration, material deliverables, or staffing resource demands. Upon identification of any MAC request, SADA will produce a change order form (see Appendix C), proposal amendment, or an entirely new proposal based on the scope of the request.

To change or modify the scope of this proposal, please contact the designated SADA Account Representative or Project Manager. After gathering the necessary information, SADA will provide a written document detailing the request and new terms. Approval of requested changes must occur in writing, and is accepted by hard copy, fax, or electronically by way of scanned document, digital signature, or written email from an authorized project contact.

Whenever there is a conflict between the terms and conditions of a signed change order and those either in this SoW or in a previously signed change order, the terms and conditions of the most recent change order shall prevail.

Preliminary Project Scheduling

SADA estimates the project will take approximately Ninety (90) business days to complete. This timeline will be further refined with respect to the needs of the project. This timeline is an estimate only, and is subject to change. (See attached timeline)

Pricing

The following charges apply to the Services to be performed under this Statement of Work.

Professional Services Fees

Qty	Description	Per Unit	Total
1	SADA's Google Apps QuickStart	$2,695.00	$2,695.00
1	Google Apps Directory Services (GADS) Configuration	$1,995.00	$1,995.00
1	Google Message Archiving and Discovery Configuration	$3,995.00	$3,995.00
1	Lotus Workflow Discovery	$3,120.00	$3,120.00
1	Data and Archive Migration, Full Service, Option1	$35,000.00	$35,000.00
1	DAOS Migration and Workflow Strategy/Training	$3,120.00	$3,120.00
1	Google Apps Training (includes travel expense)	$10,200.00	$10,200.00

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1970	Integrated Google Apps eLearning Tool	$0.00	$0.00
1	Project Management and Coordination	$3,120.00	$3,120.00
		Subtotal:	$65,745.00
		Taxes:	N/A
		Grand Total:	**$65,745.00**

September 30, 2011

El Dorado County
Information Technologies
360 Fair Lane
Placerville, CA 95667
Attention: Gregg Plourde

This is to certify that all terms and conditions in the Google Apps for Government Terms of Service as executed by the County of El Dorado and Google as of September 28th, 2011 supersedes all terms and conditions contained in the Google Apps for Government Terms Service, referred to as "Exhibit B," contained in the SADA Resale Agreement as signed by El Dorado County on September 27th, 2011.

Please let us know if you have any questions. You can contact me direct at 818-942-1085.

Sincerely,

Annie Safoian
CFO