PROFESSIONAL CONSULTANT SERVICES AGREEMENT (TECHNOLOGY SERVICES)

ASSEMBLY SOFTWARE, LLC

IMPLEMENTATION OF CASE MANAGEMENT SOFTWARE

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and ASSEMBLY SOFTWARE, LLC, a Delaware limited liability company authorized to do business in California ("Consultant").

1.   **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Implementation of Case Management Software ("Project"). For the avoidance of doubt and except as expressly set forth in this Agreement, City's access to and use of the Platform is governed exclusively by the terms and conditions set forth in the Assembly Software Terms & Conditions attached as part of Exhibit "A" ("Platform Terms"). Any capitalized term used but not defined in this Agreement has the meaning ascribed to it in the Platform Terms or the Order attached as part of Exhibit "A" (the "Order").

2.   **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until ten (10) years from the Effective Date, unless otherwise terminated pursuant to the provisions herein. The term of this agreement may be extended for up to ten one-year terms, upon mutual written agreement of the parties and subject to approval of the City Council.

3.   **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum of Seven Hundred Nineteen Thousand Seven Hundred Fourteen Dollars ($719,714.00) payable in accordance with the terms set forth in Exhibit "B". Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof. If the term of this agreement is extended pursuant to section 2 hereof, the annual compensation shall increase by no more than 2 percent per year.

4.   **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when delivered by the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City   To Consultant

City Attorney's Office   Assembly Software, LLC
City of Riverside   Attn: Doug Cardinale
Attn: Jack Liu   1550 Madruga Avenue, Suite 508
3750 University Avenue, Ste 250   Coral Gables, FL, 33146
Riverside, CA 92501

5. **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator unless Consultant enters into a written agreement with each applicable subcontractor that gives effect to Consultant's obligations under this Agreement and Consultant remains responsible to City for all of Consultant's obligations under this Agreement, including any failure of any subcontractor to meet such obligations on behalf of Consultant. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes

or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification**.

    11.1 **Design Professional Defined**. For purposes of this Agreement, "Design Professional" includes the following:

    A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

    B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

    C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

    D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

    11.2 **Defense Obligation For Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all third-party claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel reasonably acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

    11.3 **Indemnity For Design Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers,

managers, agents, and Council Members ("Indemnified Parties") from and against any and all third-party claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation For Other Than Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all third-party claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which to the extent arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, , 2) any act or omission of the Consultant, its officers, employees, subcontractors or agents, infringing any intellectual property of a third party or 3) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel reasonably acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity For Other Than Design Professional Liability**. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any third-party claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including reasonable counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which to the extent arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12.   **Insurance**.

      12.1   **General Provisions**. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

      12.1.1   **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

      12.1.2   **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

      12.1.3   **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

      12.1.4   **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

      12.2   **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

      12.3   **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may

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concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this

Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 [**Intentionally omitted.**]

12.6 **Technology Professional Liability**. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate, to protect the City from claims resulting from the Consultant's professional services as described specifically herein. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12.7. **Cyber Liability Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than $1,000,000 per occurrence or claim, $1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13. **Business Tax**. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants**. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's Implementation Services or Professional Services (if any), due to the failure of the Consultant to perform, or due to the breach by Consultant of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours, to examine, audit,

and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17.   **Confidentiality**. All Deliverables and ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either provided by City to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry, or has been independently developed by Consultant shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18.   **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant and specifically identified as a deliverable to be owned by City in the Order ("Work Product") shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19.   **Copyrights.** Consultant agrees that any Work Product prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the Work Product, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20.   **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services except as set forth in the Order. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project except as set forth in the Order or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21.   **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant

the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22.   **General Compliance with Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure by Consultant to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside (with respect to policies and practices, that are made known to Consultant).

23.   **Waiver**. No action or failure to act by the either party shall constitute a waiver of any right or duty afforded the party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24.   **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25.   **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's Implementation Services and Professional Services (if any)covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1   Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2   .City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1   Consultant substantially fails to perform or materially breaches the Agreement; or
25.2.2 City decides to abandon or postpone the Project.

26.   **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall

promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27.   **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28.   **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29.   **Nondiscrimination**. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30.   **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31.   **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32.   **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33.   **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform

Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34.   **Interpretation**. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1   Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2   This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3   In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

35.   **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

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IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
      Mike Futrell
      City Manager

Attest: _____
      Donesia Gause
      City Clerk

Certified as to Availability of Funds:

By: _____
      Chief Financial Officer

APPROVED AS TO FORM:

By: _____
      Ruthann M. Salera
      Senior Deputy City Attorney

ASSEMBLY SOFTWARE, LLC, a Delaware limited liability company authorized to do business in California

By: _*Daniel F. Farrar*_
     Daniel F. Farrar (Nov 5, 2024 15:23 PST)
Print Name: Daniel F. Farrar
Title: CEO
(Signature of Board Chair, President, or Vice President)

and

By: _*Donald O'Leary*_
     Donald O'Leary (Nov 6, 2024 12:31 EST)
Print Name: Donald O'Leary
Title: CFO
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

CA #24-1715.1 RMS/jv 11/4/24
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EXHIBIT "A"

SCOPE OF SERVICES

P 410 363 1976 **F** 410 363 7685 **W** assemblysoftware.com

CUSTOMER ID	400257
QUOTE #	1001797
ORDER EFFECTIVE DATE	11/6/2024
EXPIRATION DATE	11/6/2024

CUSTOMER	

Name :	City of Riverside
Address :	3900 Main St Riverside, CA 92522

This **Sales Order** (this "Order") is made and entered into as of the Order Effective Date set forth above by and between **Assembly Software LLC**, a Delaware limited liability company ("Assembly"), and the customer identified in the signature block below ("Customer"). This Order incorporates and is subject to the General Terms and Conditions attached hereto and incorporated herein (the "GTC"). Any capitalized term used but not defined herein has the meaning ascribed to it in the GTC.

Subscription Fees

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Neos Transition Plus - Annual	1				
Sub Neos Premium (Ann/New)	50	$1,548.00	$228.00	$1,320.00	$66,000.00

Annual Fee: Neos Cloud Subscription - Premium Package includes: (i) Access to Case Management Software, (ii) Access to Premium Document Module, (iii) User & technical support and (iv) Access to online knowledge base and training materials.

Neos Add-Ons - Annual	1				
Subscrip Mod Intake (Annual)	50	$240.00	$240.00	$0.00	$0.00

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Annual Fee: Neos Cloud Subscription - IntakePro Module includes: (i) Access to IntakePro Module and (ii) Unlimited user & technical support and (iii) Unlimited access to online knowledge base and training materials.					

Subscription Fees: $66,000.00

Sales Tax:

Total: $66,000.00

Professional Services

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
New Neos - Core Implementation TP 31-50	1	$21,600.00	$5,400.00	$16,200.00	$16,200.00

New Neos - Core Implementation Package. See Statement of Work (SOW) for details.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Implementation Package Training	40	$250.00	$25.00	$225.00	$9,000.00

Training - remote classroom training with Implementation Package, expires 30 days after go-live.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Data Conversion Services - C 31-50	1	$17,500.00	$4,375.00	$13,125.00	$13,125.00

Data conversion - See Statement of Work (SOW) for details.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Doc Migration	1	$11,800.00	$2,950.00	$8,850.00	$8,850.00

Document Migration - See Statement of Work (SOW) for details.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
ETAM Stabilization - 12 Months Post Go-Live	1	$13,932.00	$1,393.00	$12,539.00	$12,539.00

ETAM Stabilization Fee - 90 days engagement post go-live (Limited to a maximum of 55 hours)

Professional Services: $59,714.00

Sales Tax: $0.00

Total: $59,714.00

Grand Total: $125,714.00

SUBSCRIPTION FEES

The total subscription fee set forth above (the "Subscription Fee") is due on the Subscription Start Date and each yearly anniversary of the Subscription Start Date during the term of this Order. Customer hereby authorizes Assembly to charge the Subscription Fee to the payment method Customer has on file with Assembly on each yearly anniversary of the Subscription Start Date during the term of this Order.

As used herein, "Subscription Start Date" means the earlier of: (a) 30 days after the Order Effective Date if this Order covers 10 or fewer users, 45 days after the Order Effective Date if this Order covers 11-50 users, or 60 days after the Order Effective Date if this Order covers more than 50 users; or (b) the date on which Assembly first makes the Platform accessible to Customer in a pre-production environment implemented and configured with the functionality set forth in the attached SOW for Implementation Services.

Upon each anniversary of the Subscription Start Date, Assembly reserves the right to increase the Subscription Fees for the upcoming year by providing written notice (email to suffice) of such increase to Customer. Such increase will not exceed 2%.

SERVICES FEES

The total Implementation Services fees (if any) set forth above are due upon the Order Effective Date. Implementation Services to be provided by Assembly as part of this Order (if any) are set forth in an SOW attached hereto. Such Implementation Services shall be paid according to the following milestone schedule:

Contract Sign	Discovery	First PPE (after conversion)	Training	Go-live
20%	20%	20%	20%	20%

If Assembly will provide any Professional Services as part of this Order, such Professional Services and the fees due for such services will be set forth in an SOW attached hereto.

In addition to exclusions specified in the sales order, the standard implementation package does not include the following:

- Creating Custom Reports, Custom Templates and Custom Settlement Memos
- Recoding existing custom templates
- Migrating unlinked documents
- Configuring or creating new case types
- Configuring or creating intake layout
- 1:1 instructor led training
- Cleaning up Customer Legacy Data
- Conversion of Documents, e.g. WordPerfect to PDF or Word

ORDER TERM

If additional services are required, an Order Form will be generated for your review and sign-off inclusive of deliverables and fees.

The initial term of this Order commences on the Order Effective Date and concludes ten years after the Subscription Start Date (the "Initial Term"). Upon the conclusion of the Initial Term, the term of this Order will automatically renew for successive one- year terms (each, a "Renewal Term"), subject to Customer's payment of all applicable fees, unless either party gives written notice of non-renewal to the other party at least 30 days before the conclusion of the Initial Term or then-applicable Renewal Term.

Unless otherwise agreed to by the parties in writing, the Subscription Fee at the start of each Renewal Term will be adjusted to match Assembly's standard published rates for the applicable subscription items.

Assembly

Statement of Work

1. PROJECT SCOPE

The purpose of this Statement of Work (SOW) is agreed to by the parties as follows:

Transition of the customer from their current environment to a new Neos environment in accordance with the Tasks and Deliverables outlined below and subject to the Assumptions and Change Process Specified herein.

This SOW outlines the tasks and deliverables currently anticipated by the parties during the SOW term. Beginning on the Order Effective Date, Assembly will provide the customer the following product(s) (collectively, the "Products") or service(s) (collectively, the "Services"):

1. Fully operational Neos environment ready for configuration and use that contains the eligible data from the customer's current Case Management System (CMS) data
2. Standard library of reports
3. Standard library of templates if requested by the customer
4. Custom objects (reports, templates, and settlement memos) as defined on the Order
    1. Custom objects not defined on the Order that are discovered during the project will require a signed addendum to the SOW
5. Migration of documents with valid links in the current CMS data from their current storage locations to SharePoint and linkage of the migrated documents in the Neos environment

Assembly will not provide or perform the following services as a part of this SOW:

1. Movement of data in user defined fields to standard Neos fields
2. Conversion of non-conforming data (e.g., an email address stored in a Social Security number field will not be converted and will be empty in Neos)
    1. Any data that is not converted needs to be manually entered in Neos by the customer if the customer deems that it is necessary
3. Conversion of data that does not have a Neos equivalent

2. DELIVERABLES

Assembly and the customer will engage in the project according to the following milestones. The customer's adherence to their responsibilities and responsiveness to Assembly's communications directly impact the timely completion of the SOW.

Milestones

- Kickoff
    - Provide overview of project specifics and introduce key personnel
- Discovery
    - Verify that the customer's Microsoft 365 licensing and configuration is suitable for Neos
    - Determine the necessity of any custom objects not defined on the Order
    - Draft any necessary addendums to SOW based on findings
    - Collect a copy of the customer's current CMS data
    - Work with customer to map current CMS data to Neos standard
- Document migration
    - Configure the customer's SharePoint for use by Neos
    - Migrate documents with valid links in the customer's current CMS data from current storage to the customer's SharePoint
- Preproduction Environment (PPE) provisioning
    - Develop conversion routine to convert current CMS data to Neos standard
    - Convert current CMS data to Neos standard
    - Provision Neos PPE on Assembly's preproduction cloud infrastructure using converted data
- Training
    - Provide instruction to the customer's Neos administrator(s) on the configuration and administration of Neos
    - Provide instruction to the customer's end users on the day-to-day function and use of Neos
- User Acceptance Testing
    - Assist the customer with verifying that Neos performs as expected
- Production environment provisioning (Go-live)
    - Collect a final copy of the customer's CMS data
    - Convert current CMS data to Neos standard
    - Provision live Neos environment on Assembly's production cloud infrastructure

3. ACCEPTANCE CRITERIA

The products or services provided by Assembly will be considered complete by the customer when the following conditions of criteria are met:

1. Assembly has provisioned a Neos production environment for the customer
2. Assembly has provided the customer with access to the Neos production environment
3. The customer has completed user acceptance testing, or 30 days from date of Neos production environment provisioning, whichever occurs first.

4. SCHEDULE FOR PEFORMANCE

The Services shall commence on Order Effective Date and shall continue until the customer has completed user acceptance testing, or 30 days from date of Neos production environment provisioning, whichever occurs first

5. ASSUMPTIONS AND CUSTOMER RESPONSIBILITIES

Customer will:

1. Certify internet access speed per Assembly specification
2. Provide appropriate Microsoft 365 licenses to satisfy Neos licensing requirements (1 per Neos user of Business Basic or better in a single Microsoft 365 tenant)
3. Provide the necessary credentials to enable appropriate implementation of SharePoint integration
4. Provide the necessary current CMS data as basis to build Neos environment
5. Permit the creation of support users within the Neos environment by the Assembly Professional Services team for the purpose of support and troubleshooting
6. Review Neos PPE via user acceptance testing prior to provisioning of Neos production environment

To clarify, transferring data from a third party system to Neos isn't a straightforward process. There are significant differences in features, functions, workflows, reporting, and user interfaces among these systems. The success of migration relies on how the third party system was configured and used and whether best practices were followed for document naming conventions, file structure, and hierarchy.

Assembly will make best commercial efforts to migrate as much data as possible. However, it's important to note that this migration process is not perfect, and in many instances, additional work may be needed beyond the scope of this initial SOW. If unforeseen tasks and scope arise during the migration process, Assembly will adhere to the Change Control Process outlined below.

6. CHANGE CONTROL PROCESS

Our change control process guides adjustments to the project scope and requirements throughout its lifespan. It covers any changes that may impact the project's scope, costs, deliverables, resources, or duration. This process starts at the project's initiation and continues throughout its duration. The objective is to implement modifications in a way that ensures all stakeholders are informed and in agreement regarding the effects on the project scope, milestones, and budget. An example may be conversion of non conforming data or a discovery of additional templates that need to be migrated.

Requests will follow these steps:

1. The Project Manager making the request will submit a written Change Request Order to their Customer contact.
2. Both Company and Customer will review the proposed Change Request Order, either approving it or providing reasons for rejection.
3. The costs associated with the change will be mutually agreed upon by Company and Customer.
4. Upon agreement, both Company and Customer will sign a contract amendment document, officially approving the change in its related cost.
5. In case the Customer delays the implementation of services by more than thirty (30) days, the Company will place the project on Administrative Hold until the Customer requests its presumption. Depending on the duration of the Administrative Hold, a Change Request may be necessary to reengage the project.

Authorized representatives from the Customer and Company teams must sign the approval section of any Change Request Order to authorize the implementation of changes affecting the project's scope, cost, deliverables, resources, or duration.

7. FEES AND PAYMENT TERMS

Fees and payment terms are as defined on the Order.

8. SCHEDULE OF SUPPLEMENTARY SERVICES

This Schedule describes the optional supplementary services offered by Assembly. The Customer shall be entitled to avail of the supplementary services as specified in the Order. The number of units indicated for each supplementary service in the Order represents the agreed upon quantity to be delivered by Assembly.

Additional Service	Description	Pkg Type	List Price
365 Migration	365 email, calendar & contacts	Fixed	Custom
QuickStart MS 365 configuration	Domain, DNS, Email, Calendar & Contacts	Fixed	$ 900.00
Full-Service MS 365 configuration	Domain, DNS, Email, Calendar & Contacts, Email Archive or Migration	Fixed	$ 1,500.00
Adhoc Training (NDLS, TW, Neos)	1 hour of training	T&M	$ 300.00
Case Type	1 CaseType (includeing Checklist)	Fixed	$ 2,400.00
Custom Checklists	Checklist for one Casetype	Fixed	$ 700.00
Custom Merge Template	1 Coded Customer template	Fixed	$ 600.00
Custom Dashboard	1 dashboard (does not include reports)	Fixed	$ 400.00
Custom Mini Directory	1 Custom Mini Directory	Fixed	$ 600.00
Neos Report - New or Mod	1 Report for Neos - New or any modifications outside of basic mod scope	Fixed	$ 600.00
Neos Advanced Search Report - New or Mod	Creation or modiciation of one (1) Neos advanced search report	Fixed	$ 200.00
Tab Layout Design	Tabs for 1 CaseType only	Fixed	$ 650.00
Intake Layout Design	Intake layout for 1 CaseType ony	Fixed	$ 1,800.00
Intake Pro Layout Design	Intake Pro layout for 1 CaseType only + Training	Fixed	$ 2,400.00
Neos Today Design	Upto 6 Tiles	Fixed	$ 325.00
Data Services/Integrations	Requirement + Scope + SOW + Design + Development + Testing + Delivery Estimated hours required will be provided after requirement discovery session	T&M	$ 300.00
General T&M Services	General hours purchased that can be used for multiple services offered by Assembly	T&M	$ 300.00
Custom Mini Directories	Custom Mini Directories	Fixed	$ 600.00

Transition to Neos

Notional Timeline & Participation Matrix

Parties	Kick-off	Discovery	Conversion	Pre-Production Environment (PPE) Readiness	Training and UAT	Go-Live
City of Riverside	10%	40%	20%	40%	70%	50%
Assembly/Neos	90%	60%	80%	60%	30%	50%
Notional Timeline*	Week 1 - 2	Week 3 - 12	Week 6 - 20	Week 16 - 24	Week 12 - 24	Week 25 - 26

The projected timeline for the project is based on our experience with similar-sized engagements and is estimated to be 6 months. However, this is a notional timeline and can be influenced by various factors that may either accelerate or extend the duration. We will continually assess progress to adjust timelines as needed to ensure the best outcome for your organization.

Assembly Software Terms & Conditions - Neos Customers

1.   Definitions

Any capitalized term used but not otherwise defined in this Agreement has the meaning ascribed to it as set forth below.

"Aggregate Data" means Customer Data and any data derived from Customer Data or Customer's access to or use of the Platform that has been aggregated and de-identified by Assembly in a manner that does not reveal any personal information and cannot reasonably be used to identify Customer as the source or subject of such data.

"Agreement" means the GTC together with the applicable Order incorporating the GTC.

"Assembly Materials" means, collectively, the Deliverables, Documentation and Platform, including all improvements, enhancements and modifications thereto and derivative works thereof. For the avoidance of doubt, "Assembly Materials" exclude Input and Output.

"Claim" means any dispute or claim arising from or relating to this Agreement, including the validity, applicability or interpretation of this Agreement.

"Confidential Information" means information that a party discloses to the other party in connection with this Agreement that the party identifies in good faith as confidential or proprietary or, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary. Confidential Information includes non-public information that a party discloses in connection with this Agreement relating to: Intellectual Property; technology; know-how; prototypes; current and future products and services; processes; customers; vendors; suppliers; employees; contractors; business plans and methods; research and development; promotional and marketing activities; finances; pricing; contracts and business arrangements; and other business affairs.

"Credentials" means any user account, password and other authentication credential associated with access to or use of the Platform by Customer.

"Customer" means the party identified as "Customer" in the Order.

"Customer Data" means any data that Customer submits, uploads, emails, transmits or otherwise makes available through the Platform.

"Customer Facility" means any Credential or account, hardware, system or other facility within Customer's custody or control.

"Deliverable" means any work product or other material created by or on behalf of Assembly that Assembly provides to Customer as part of Services.

"Disclosing Party" means the party disclosing Confidential Information to the other party.

"Documentation" means Assembly's then-current user manual and technical documentation for the Platform that Assembly makes generally available to customers.

"Emergency Security Issue" means any access to or use of the Platform by: (a) Customer that disrupts or is reasonably likely to disrupt the availability of the Platform to other users; or (b) any unauthorized third party through access to or use of any Customer Facility.

"Exception" means any: (a) access to or use of the Platform by Customer or through any Customer Facility in any manner that does not comply in all material respects with the terms and conditions of this Agreement; (b) access to or use of the Platform by Customer in combination with any hardware or software not provided by Assembly or approved as set forth in the Documentation; (c) modification to the Platform by or on behalf of Customer not made or authorized by Assembly; (d) corruption, inaccuracy or other defect of Customer Data as provided by Customer; (e) failure by Customer to give all required notices and obtain all necessary consents (including all required permissions from Intellectual Property holders) for processing of Customer Data in accordance with this Agreement; or (f) Security Breach occurring with respect to Customer Data within Customer's custody or control.

"GTC" means these General Terms and Conditions.

"Implementation Services" means the initial implementation, configuration and integration services (if any) that Assembly will provide to Customer in connection with the Platform as set forth in the Order.

"Intellectual Property" means all rights associated with patents and inventions; copyrights, mask works and other works of authorship (including moral rights); sui generis database rights; trademarks, service marks, trade dress, trade names, logos and other source identifiers; trade secrets; software, databases and data; and all other intellectual property and industrial designs.

"Module" means an add-on module, feature, integration or other component for performing a specific function or set of functions not included as part of the base Platform, as specified in the Order. If the Order specifies that a particular Module is included, then such Module will be deemed to be part of the Platform under such Order.

"Order" means a sales order, including any SOW attached thereto, incorporating the GTC for Customer to obtain access to and use of certain Assembly offerings specified in the sales order.

"Platform" means Assembly's proprietary, cloud-based Neos case management platform for customizing, automating and streamlining legal case workflows.

"Process" and "process" (each as used in relation to data) means to employ any operation on data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Professional Services" means any training, development or other professional services that Assembly will provide to Customer as set forth in an SOW.

"Receiving Party" means the party receiving Confidential Information from the other party.

"Security Breach" means any: (a) unauthorized processing of Customer Data; or (b) breach of the physical, technical, administrative or organizational safeguards implemented by a party to protect Customer Data against unauthorized processing.

"Services" means Implementation Services, Support and Professional Services.

"SOW" means a statement of work attached to an Order for Customer to obtain Professional Services as specified in the statement of work.

"Suggestion" means any suggestion, comment, idea, improvement or other feedback relating to any Assembly Materials that Customer elects to provide or make available to Assembly.

"Support" means the maintenance and support services that Assembly will provide to Customer as set forth at https://assemblysoftware.com/maintenance-and-support-schedule.

"Territory" means the United States of America and its territories, unless otherwise specified in the Order.

2. Grant of Rights

(a) <u>Access and Use</u>. During the term of the Order and subject to Customer's compliance in all material respects with the terms and conditions of this Agreement: (i) Assembly shall use commercially reasonable efforts to provide Customer with access to and use of the Platform; and (ii) Assembly hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform and Documentation for Customer's internal business purposes.

(b) <u>Third-Party Components</u>. Some components of the Platform may be provided with or incorporate third-party components licensed under open source license agreements or other

third-party license terms, in which case such license agreements or other third-party license terms apply with respect to such components.

(c) <u>No API Access</u>. Assembly, in its sole discretion, may make available certain application programming interfaces (APIs), software development kits (SDKs), connectors or other tools for developers to connect other platforms or services to the Platform or build add-on modules or functions to the Platform (collectively, "<u>Development Tools</u>"). This Agreement does not grant any rights for Customer to access or use Development Tools. Any access to or use of Development Tools by Customer is subject to Assembly's approval, which Assembly may grant or deny in Assembly's sole discretion, and additional terms and conditions.

3.   Services

(a)   <u>Implementation Services</u>. Assembly shall provide Customer with Implementation Services (if any) as set forth in the Order.

(b)   <u>Professional Services</u>. From time to time, Assembly may provide Customer with Professional Services as set forth in an SOW. Each SOW will specify, among other terms the parties deem relevant: (i) a description of the Professional Services and any Deliverables that Assembly will provide; (ii) the schedule for performance; and (iii) the fees that Customer will pay and the schedule for payment.

(c)   <u>Acceptance Testing</u>. Assembly shall provide each Deliverable to Customer for testing pursuant to the procedure set forth in the Order. If the Order does not specify any such testing procedure, the testing procedure in this Section 3(c) will apply. Upon Assembly's completion of a Deliverable, Assembly shall provide the Deliverable to Customer for testing. If Customer determines that a Deliverable fails to conform in any material respect to the specifications for the Deliverable set forth in the Order, Customer shall give Assembly written notice of such non-conformance, specifying in detail the manner of non-conformance (each, a "<u>Notice of Deficiency</u>") within 10 days after Assembly provides the Deliverable to Customer for testing (the "<u>Testing Period</u>"). The Deliverable will be deemed accepted by Customer if: (i) Customer gives written notice of acceptance (email to suffice); (ii) Customer makes production use of the Deliverable; or (iii) the Testing Period for the Deliverable concludes without Customer giving a Notice of Deficiency to Assembly. If Customer issues a Notice of Deficiency within the Testing Period, Assembly shall use commercially reasonable efforts to resolve any non- conformance identified in the Notice of Deficiency and resubmit the Deliverable to Customer for testing pursuant to this Section 3(c). Upon acceptance of a Deliverable pursuant to this Section 3(c), the Deliverable will be deemed to be part of the Platform, and the terms and conditions herein applicable to the Platform will apply in the same manner to the Deliverable.

(d)   <u>Change Order</u>. From time to time, a party may request changes to the Implementation Services or Professional Services. Upon such request, the parties shall discuss a change order to incorporate any changes requested and any appropriate changes to the Order, including any changes to the schedule for performance or fees (each, a "<u>Change Order</u>"). No Change Order will be binding unless it has been accepted in writing by both parties.

(e)   Customer Responsibilities. Customer shall perform the tasks and fulfill the responsibilities specified in each Order as tasks and responsibilities that Customer has the obligation to perform or fulfill (collectively, "Customer Responsibilities"). Customer acknowledges and agrees that Assembly's performance of Services and Assembly's completion of Deliverables are subject to: (i) Customer fulfilling Customer Responsibilities in all material respects in a timely manner; (ii) the assumptions set forth in the Order remaining valid in all material respects; and (iii) Customer obtaining all licenses and consents required from third parties with respect to any materials provided by Customer that are required for use by Assembly to fulfill its obligations hereunder.

(f)   Support. During the term of each Order, Assembly shall provide customer with Support for the Platform under such Order.

4.   AI Tools

(a)   Description. The Platform may provide Customer with access to and use of certain AI tools that may assist Customer in analyzing data, generating output, and performing other automated functions (collectively, "AI Tools"). Customer's use of any AI Tool is entirely at Customer's sole discretion, and the Platform will not implement any results Customer obtains from A use of AI Tools on behalf of Customer unless Customer directs the Platform to do so.

(b)   Input and Output. Customer may provide input through AI Tools ("Input") and receive output from AI Tools based upon Customer's input ("Output"). As between Customer and Assembly, and to the extent permitted by applicable law, Customer retains Customer's ownership rights in Input, and Customer owns the Output. In addition to the right and license you grant with respect to Customer Data, Customer hereby specifically grants Assembly and its service providers a royalty-free, fully paid-up, non-exclusive right and license to: (i) use, reproduce, adapt, display and distribute Input as necessary to generate Output; and (ii) use, reproduce, adapt, display and distribute Output through the Platform as directed by Customer.

(c)   Output Not Unique. Due to the nature of artificial intelligence generally and generative artificial intelligence specifically, Output may not be unique and other users may receive similar output from AI Tools based upon the input they provide. Customer acknowledges and agrees that Customer's ownership of Output does not extend to output other users receive from AI Tools based upon the input they provide, and Assembly may provide output to other users based upon the input they provide that is similar to Customer's Output.

(d)   Disclaimer. Customer acknowledges and agrees that Output is not intended to be and should not be used as a substitute for legal analysis and judgment. Customer should not assume, and Assembly does not represent and warrant, that Output will be accurate and complete. Customer further acknowledges and agrees that: (i) artificial intelligence and machine learning are emerging technologies that are rapidly changing and may be prone to errors; (ii) Customer will independently evaluate Output for accuracy and appropriateness for Customer's use case, including through human review as appropriate, before using or sharing Output; and (iii) Customer will not use or share Output in any way that is misleading or offensive, harms others, or violates applicable law.

5.   **Conditions and Restrictions**

(a)   Restrictions. Except as expressly permitted under this Agreement, Customer shall not itself, nor may it permit any other party to: (i) reproduce, distribute, modify, translate, adapt or create derivative works based upon any Assembly Materials; (ii) reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive any source code or architectural framework of any Assembly Materials consisting of software; (iii) access or use any Assembly Materials for purposes of benchmarking or developing, marketing, selling or distributing any product or service that competes with or includes functions and features substantially similar to any Assembly Materials; (iv) ping or otherwise transmit commands or queries to the Platform for any purpose other than as contemplated herein; (v) rent, lease, lend, sell or sublicense any Assembly Materials, or otherwise provide access to or use of any Assembly Materials as part of a service bureau or similar fee-for-service purpose; (vi) submit, upload, email, transmit or otherwise make available through or to the Platform any material that violates another party's Intellectual Property or other proprietary rights; or (vii) access or use any Assembly Materials in any way that does not comply with all applicable laws and regulations.

(b)   Technical Requirements. Except to the extent expressly covered by Services, Customer shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity and third-party software or services required for Customer to access or use the Platform, including computers, mobile devices, operating systems, web browsers and storage devices.

(c)   Protection. Customer shall be solely responsible for protecting the confidentiality of Credentials and all activities undertaken using Customer Facilities. If Customer becomes aware of any unauthorized access to or use of the Platform through use of Customer Facilities, Customer shall promptly give written notice to Assembly of such unauthorized access or use and make reasonable efforts to eliminate such unauthorized access or use. Customer shall implement and adhere to appropriate administrative, technical and physical security policies and procedures and access control methodologies to safeguard access to and use of the Platform through Customer Facilities. All such measures must comply with prevailing industry standards but must in no case consist of less than reasonable care.

(d)   Compliance. Assembly does not offer and does not purport to offer any legal, accounting, financial, medical or other professional advice, including any advice for complying with any laws, rules, regulations, best practices or other requirements (collectively, "Compliance Requirements"). Customer shall be solely responsible for determining which Compliance Requirements are applicable to Customer and taking appropriate measures to comply with such requirements. Assembly does not represent or warrant and expressly disclaims any representation or warranty that access to or use of the Platform will ensure that Customer complies with any Compliance Requirements.

6. Fees and Taxes

(a)   Fees. Customer shall pay Assembly the applicable fees set forth in each Order pursuant to the payment terms set forth therein. If an Order does not set forth payment terms, payment will be due within 30 days after the date Customer receives the applicable invoice. Any payment not received by Assembly from Customer when due will incur interest at the rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. Unless otherwise specified, all fees set forth in an Order are denominated and due in United States dollars.

(b)   No Decrease. During the term of this Agreement, Customer may not decrease the number of authorized users specified in the Order or make any change to the Order that results in a diminution in the fees due under the Order without Assembly's written consent.

(c)   Reconciliation. If the Order specifies access on a per-user basis, the number of Customer users with access to the Platform will be counted based upon the number of Customer users who have been assigned Credentials. Assembly will review Customer's user count monthly. If Customer's user count for any month exceeds the number allotted for Customer in the Order, Assembly will invoice Customer the amount due for such overage, and Customer shall pay such amount upon invoice.

(d)   Taxes. Any and all amounts payable hereunder by Customer are exclusive of any value-added, sales, use, excise or other similar taxes (collectively, "Taxes"). Customer shall be solely responsible for paying all applicable Taxes, except for any Taxes based upon Assembly's net income. If Assembly has the legal obligation to collect any Taxes, Customer shall reimburse Assembly upon invoice by Assembly. If Customer is required by applicable law to withhold any amount from its payments to Assembly under this Agreement and pay such amount to a tax authority, Customer shall: (i) deduct such amount from its payments to Assembly under this Agreement and pay such amount to the applicable tax authority, taking reasonable and lawful measures to minimize the amount paid to the tax authority; and (ii) provide Assembly with an official receipt or other appropriate documentation of such payment to the tax authority.

7. Intellectual Property

(a)   Assembly Ownership. As between Assembly and Customer, Assembly owns all rights, title and interest (including all Intellectual Property) in and to Assembly Materials.

(b)   Customer Ownership. As between Customer and Assembly, Customer owns all rights, title and interest (including all Intellectual Property) in and to Customer Data.

(c)   Suggestions. If Customer provides any Suggestion to Assembly, Customer hereby grants Assembly a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made such Suggestion for any lawful purpose, without credit or compensation to Customer.

(d)   Intellectual Property Notices. Customer shall not remove, obscure or modify in any way any copyright, trademark, patent or other proprietary notices or disclaimers that appear on or within Assembly Materials.

(e) Reservation of Rights. Each of the parties reserves all rights not expressly granted under this Agreement.

8.   Data Protection and Security

(a)   Notices and Consents. Customer shall give all required notices and obtain all necessary consents (including all required permissions from Intellectual Property holders) before submitting Customer Data through or to the Platform or otherwise providing Customer Data to Assembly. Customer shall not submit, upload, email, transmit or otherwise make available through or to the Platform any data not owned by Customer or for which Customer does not have all necessary authorization to submit, upload, email, transmit or otherwise make available through or to the Platform.

(b)   Purpose of Processing. During the term of this Agreement, Customer hereby grants Assembly and its service providers a worldwide, royalty-free, non-exclusive license to process Customer Data, but only: (i) as necessary for Assembly to provide Customer with access to and use of the Platform in accordance with this Agreement; or (ii) in a manner consistent with Customer's written instructions.

(c)   Aggregate Data. Customer acknowledges and agrees that Assembly may collect or generate Aggregate Data in connection with Customer's access to or use of the Platform. Customer hereby grants Assembly a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to process Aggregate Data for any lawful purpose.

(d)   Protection and Security. Assembly and Customer shall each implement and maintain appropriate administrative, technical and physical security policies and procedures and access control methodologies consistent with prevailing industry standards, but in no case less than reasonable care, to: (i) safeguard Customer Data within its custody or control against any Security Breach; and (ii) comply with all laws and regulations, including all privacy and data security laws and regulations, applicable to its processing of Customer Data.

(e)   Security Breach. If either party becomes aware of a Security Breach, it shall promptly (but in no case more than 48 hours after it becomes aware of such Security Breach) give the other party notice of the Security Breach, provided that it may delay providing such notice to the extent required by applicable law or the instructions of a law enforcement agency.

(f)   Third-Party Providers. The Platform may offer integrations with third-party providers (collectively, "Third-Party Providers") that provide products or services through integrations with the Platform, such as payment services, online messaging, document management and retrieval, calendaring and audiovisual communications (collectively, "Third-Party Offerings"). Use of Third-Party Offerings is optional, and Customer can choose which Third-Party Offerings

(if any) to use. If Customer chooses to use any Third-Party Offering, then Customer hereby consents to Assembly providing the applicable Third-Party Provider with access to and use of Customer Data for processing by the Third-Party Provider in accordance with Customer's instructions. Any such access to or use of Third-Party Offerings and processing of Customer Data by Third-Party Providers is subject to the applicable Third-Party Provider's terms and conditions and privacy policy, and Assembly will have no liability with respect to any such access to or use of Third-Party Offerings or processing of Customer Data by Third-Party Providers.

9.   Confidential Information

(a)   <u>Maintenance and Use</u>. Receiving Party shall maintain Confidential Information in strict confidence, using the same degree of care that it uses to protect the confidentiality of its own confidential information of like nature, but in no case less than reasonable care. Receiving Party shall not: (i) use or disclose Confidential Information other than as necessary to exercise its rights or fulfill its obligations under this Agreement; or (ii) modify, adapt, reverse engineer, decode, decompile or disassemble Confidential Information, or create any derivative work based upon Confidential Information, except as expressly permitted under this Agreement.

(b)   <u>Access</u>. Receiving Party shall restrict access to and use of Confidential Information to its directors, officers, employees, contractors, agents and legal and financial advisers who: (i) have a legitimate need to know Confidential Information; (ii) are informed of the confidential nature of Confidential Information; and (iii) are bound by obligations with respect to Confidential Information that are consistent with, and at least as restrictive as, those imposed by this Agreement.

(c)   <u>Exclusions</u>. The duties of confidentiality imposed by this Section 9 do not apply to any information to the extent that it: (i) is known or becomes known to the public in general, other than as a result of a breach of this Agreement or any other confidentiality agreement; (ii) was known by or in the lawful possession of Receiving Party prior to receipt from Disclosing Party; (iii) is or has been independently developed or conceived by Receiving Party without use of or reference to Confidential Information; or (iv) is or has been provided or made known to Receiving Party by a third party without a breach of any obligation of confidentiality to Disclosing Party.

(d)   <u>Required Disclosures</u>. Receiving Party may disclose Confidential Information as required to comply with the order of a governmental entity that has jurisdiction over Receiving Party or as otherwise required by law, provided that Receiving Party: (i) notifies Disclosing Party of such required disclosure in advance (to the extent permitted by law) to provide Disclosing Party with an opportunity to seek a protective order; and (ii) takes reasonable steps to minimize the extent of any such required disclosure.

(e)   <u>California Public Records Act</u>. Notwithstanding the foregoing or any other provision of this Agreement, Assembly acknowledges that Customer, as a charter city and municipal corporation, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 7920.000 et seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("Brown Act"). Assembly acknowledges that Customer shall not be in breach of this

Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Customer copying or releasing to a third party any of the Confidential Information of Assembly as required by CPRA or Brown Act.

10. Term, Suspension and Termination

(a)   Term. The term of this Agreement will be as set forth in the Order.

(b)   Suspension. Assembly reserves the right to suspend Customer's access to or use of the Platform in the event of an Emergency Security Issue. Assembly shall use commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the Emergency Security Issue.

(c)   Events Upon Termination. Upon expiration or termination of this Agreement for any reason: (i) all rights granted by Assembly under this Agreement terminate immediately, provided that, except in the event of termination by Assembly pursuant to Section 10(c)(i), Customer may continue to access the Platform for a limited time solely for the purpose of retrieving Customer Data in accordance with the decommission schedule then in effect as posted at https://assemblysoftware.com/decommission-and- terms-schedule; (ii) Customer shall immediately cease all access to and use of all Assembly Materials; and (iii) each party shall immediately cease all use of the other party's Confidential Information and return or destroy all copies of such Confidential Information that are within its custody or control.

(d)   Survival. Any provision that, by its terms, is intended to survive the expiration or termination of this Agreement will survive such expiration or termination, including Sections: 5(a) (Restrictions); 6 (Fees and Taxes); 7 (Intellectual Property); 8 (Data Protection and Security); 9 (Confidential Information); 10(d) (Events Upon Termination); 10(e) (Survival); 11 (Representations and Warranties); 12 (Indemnification); 13 (Disclaimer of Warranties); 14 (Limitation of Liability); and 15 (Miscellaneous).

11. Representations and Warranties

(a)   General. Assembly and Customer each represents and warrants to the other that: (i) it has the necessary power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been authorized by all necessary corporate or institutional action; (iii) its entry into and performance of this Agreement will not conflict with any provision of law or its certificate of incorporation, bylaws or comparable organizational documents; (iv) no action by any governmental entity is necessary to make this Agreement valid and binding upon it; and (v) it possesses all governmental licenses and approvals necessary to perform its obligations under this Agreement.

(b)   Services Warranty. Assembly represents and warrants to Customer that Assembly shall perform Services in a competent and workmanlike manner. Customer's exclusive remedy and Assembly's sole obligation with respect to any breach of the foregoing representation and warranty

will be for Assembly to reperform the affected Services in compliance with the foregoing representation and warranty, failing which Assembly shall refund to Customer the fees paid by Customer for the applicable Services.

12. Reserved.

13. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." EACH PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXCEPT AS SET FORTH IN SECTION 11), EXPRESS OR IMPLIED, INCLUDING: (a) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (b) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT, OR THAT ACCESS TO OR USE OF SUCH PRODUCTS AND SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ALL DATA AND RESULTS SUBMITTED TO OR OBTAINED FROM THE PLATFORM BEFORE TAKING OR OMITTING ANY ACTION BASED UPON SUCH DATA OR RESULTS AND FOR ENSURING ITS COMPLIANCE WITH COMPLIANCE REQUIREMENTS.

14. LIMITATION OF LIABILITY

(a) <u>DISCLAIMER</u>. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR COST OF COVER, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF (OR INABILITY TO USE) THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF ASSEMBLY MATERIALS, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

(b) <u>DAMAGES</u>. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO ASSEMBLY UNDER THIS AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.

(c)   EXCLUSIONS. THE DISCLAIMERS AND LIMITATIONS SET FORTH IN SECTIONS 14(a) AND 14(b) DO NOT APPLY WITH RESPECT TO A PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, VIOLATION OF LAW, CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.

15.   Miscellaneous

(a)   Independent Contractors. The relationship between Assembly and Customer established by this Agreement is solely that of independent contractors. Neither party is in any way the partner or agent of the other, nor is either party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other party without the express prior written consent of such other party.

(b)   U.S. Government Matters. Notwithstanding anything to the contrary, Customer shall not provide to any person or export or re-export or allow the export or re-export of any Assembly Materials or any direct product of Services (collectively "Controlled Subject Matter") in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the generality of the foregoing sentence, Customer acknowledges and agrees that it shall not, and it shall not permit any other party to, use, export or re-export the Controlled Subject Matter in or to jurisdictions outside the Territory or in or to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), including in or to any national or resident of an Embargoed Country, or any entity on the United States Department of Treasury's List of Specially-Designated Nationals or the United States Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the United States Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Assembly are "commercial items" and, according to DFAR section 252.227 7014(a)(1) and (5), are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the United States Government is governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement.

(c)   Assignment. Customer may not assign this Agreement, or assign or delegate any right or obligation hereunder, by operation of law or otherwise, without the prior written consent of Assembly, which consent will not be unreasonable withheld or delayed. Assembly may assign this Agreement, or assign or delegate any right or obligation hereunder, by operation of law or

otherwise, without Customer's consent. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d)   Interpretation. For the purposes of this Agreement: (i) the words "such as," "include," "includes" and "including" will be deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(e)   Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter. In the event of any conflict between the terms and conditions of the GTC and any Order, the terms and conditions of the GTC will take precedence and control except as expressly and unambiguously stated otherwise in the Order.

(f)   Amendment. This Agreement may not be amended except in a writing executed by an authorized representative of each party.

(g)   Choice of Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of California and the laws of the United States of America applicable therein, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted by any state) are specifically excluded from application to this Agreement.

(h)   Forum for Disputes. Any Claim will be brought only in a court of competent jurisdiction in Riverside, California. Each party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum *non-conveniens* or any similar grounds with respect to any Claim.

(i)   Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, then such provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement.

(j)   No Waiver. The failure of either party to require strict performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any waiver of any provision of this Agreement or of any breach or default hereunder must be set forth in a written instrument signed by the party against which such waiver is to be enforced.

(k)   Force Majeure. Neither party will be liable for any failure to perform under this Agreement to the extent due to any cause beyond the reasonable control of the party invoking

this provision, including any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental entity, destruction of production facilities or insurrection.

(l)   <u>Updates</u>. Assembly may periodically update the GTC and will provide Customer with written notice of such update (email or notice delivered via the Platform to suffice). Customer may review the latest version of the GTC by accessing the URL for this page. To the extent permitted by applicable law, Customer will be bound by any such update to the GTC upon posting by Assembly and Customer's continued access to or use of the Platform after the effective date for the update specified in the notice provided by Assembly.

EXHIBIT "B"

COMPENSATION

Subscription Fees

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Neos Transition Plus - Annual	1				
Sub Neos Premium (Ann/New)	50	$1,548.00	$228.00	$1,320.00	$66,000.00

Annual Fee: Neos Cloud Subscription - Premium Package includes: (i) Access to Case Management Software, (ii) Access to Premium Document Module, (iii) User & technical support and (iv) Access to online knowledge base and training materials. Annual subscription fee will be charged each year of the agreement in accordance with the provisions below entitled "Subscription Fees."

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Neos Add-Ons - Annual	1				
Subscrip Mod Intake (Annual)	50	$240.00	$240.00	$0.00	$0.00

Annual Fee: Neos Cloud Subscription - IntakePro Module includes: (i) Access to IntakePro Module and (ii) Unlimited user & technical support and (iii) Unlimited access to online knowledge base and training materials.

First Year Subscription Fees: $66,000.00

Sales Tax: $0.00

Total: $66,000.00

Professional Services

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
New Neos - Core Implementation TP 31-50	1	$21,600.00	$5,400.00	$16,200.00	$16,200.00

New Neos - Core Implementation Package. See Statement of Work (SOW) for details.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Implementation Package Training	40	$250.00	$25.00	$225.00	$9,000.00

Training - remote classroom training with Implementation Package, expires 30 days after go-live.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Data Conversion Services - C 31-50	1	$17,500.00	$4,375.00	$13,125.00	$13,125.00

Data conversion - See Statement of Work (SOW) for details.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
Doc Migration	1	$11,800.00	$2,950.00	$8,850.00	$8,850.00

Document Migration - See Statement of Work (SOW) for details.

Line Description	QTY	List Price	Discount	Unit Price	Extended Price
ETAM Stabilization - 12 Months Post Go-Live	1	$13,932.00	$1,393.00	$12,539.00	$12,539.00

ETAM Stabilization Fee - 90 days engagement post go-live (Limited to a maximum of 55 hours)

Professional Services: $59,714.00

Sales Tax: $0.00

Total: $59,714.00

Grand Total: $125,714.00

SUBSCRIPTION FEES

The total subscription fee set forth above (the "Subscription Fee") is due on the Subscription Start Date and each yearly anniversary of the Subscription Start Date during the term of this Order. Customer hereby authorizes Assembly to charge the Subscription Fee to the payment method Customer has on file with Assembly on each yearly anniversary of the Subscription Start Date during the term of this Order.

As used herein, "Subscription Start Date" means the earlier of: (a) 30 days after the Order Effective Date if this Order covers 10 or fewer users, 45 days after the Order Effective Date if this Order covers 11-50 users, or 60 days after the Order Effective Date if this Order covers more than 50 users; or (b) the date on which Assembly first makes the Platform accessible to Customer in a pre-production environment implemented and configured with the functionality set forth in the attached SOW for Implementation Services.

Upon each anniversary of the Subscription Start Date, Assembly reserves the right to increase the Subscription Fees for the upcoming year by providing written notice (email to suffice) of such increase to Customer. Such increase will not exceed 2%.

SERVICES FEES

The total Implementation Services fees (if any) set forth above are due upon the Order Effective Date. Implementation Services to be provided by Assembly as part of this Order (if any) are set forth in an SOW attached hereto.

If Assembly will provide any Professional Services as part of this Order, such Professional Services and the fees due for such services will be set forth in an SOW attached hereto.

In addition to exclusions specified in the sales order, the standard implementation package does not include the following:

- Creating Custom Reports, Custom Templates and Custom Settlement Memos
- Recoding existing custom templates
- Migrating unlinked documents
- Configuring or creating new case types
- Configuring or creating intake layout
- 1:1 instructor led training
- Cleaning up Customer Legacy Data
- Conversion of Documents, e.g. WordPerfect to PDF or Word

EXHIBIT "C"

KEY PERSONNEL

Key personnel for Implementation Services:

Iftekharul Khan
SVP of Advanced Product Engineering
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305-357-6500

Juli Wilt
Director of Program Management + Training
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Brian Swaffer
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