

NAPA COUNTY AGREEMENT NO. 240184B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 28th day of November 2023, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Infoverity U.S., Inc., an Ohio corporation, business address is 5131 Post Road, Suite 220, Dublin, Ohio 43017, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, for the installation of an enterprise data management solution, consulting services to implement the software solution, and project management services to manage the implementation; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on August 30, 2024, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of the parties shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), 21 (Access to Records/Retention), 28 (Special Terms and Conditions), Exhibit “D” (License Order Agreement), and Exhibit “E” (Informatica License and Services Agreement).
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto. In the event of a conflict between this Agreement and Exhibit “A”, the terms of this Agreement shall prevail, unless Exhibit “A” expressly references the specific provision in this Agreement to be modified by Exhibit “A”. COUNTY will purchase from CONTRACTOR software by executing a License Order Agreement, for a three (3) year term, in the form of Exhibit “D.” The License Order Agreement shall be governed by the Informatica

License and Services Agreement, in the form of Exhibit “E” except where Exhibit “D” expressly references a provision in Exhibit “E” being modified.

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rate set forth in Exhibit “B”, attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY, unless otherwise set forth in Exhibit “B”.

(c) Maximum Amount. SIX HUNDRED FOUR THOUSAND, SIX HUNDRED FORTY DOLLARS, \$604,640, set forth in Exhibit “B”.

4. Method of Payment.

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than once per month to the Chief Information Officer who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit “C”.

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

(f) Payment Terms and Invoicing. COUNTY will pay each invoice received within 45 days after receipt. COUNTY may pay CONTRACTOR via an Electronic Funds Transfer (“EFT”) or check. Except for fees and expenses that COUNTY disputes in good faith for reasons articulated in writing by COUNTY within 45 days after receiving such invoice, fees and expenses will be payable upon receipt of an invoice. Any written dispute shall specify the amount in dispute and the reason for disputing such amount. COUNTY will pay any portion of

any such disputed invoice that is not in dispute in accordance with this provision. The parties will promptly (within 45 days) and in good faith resolve the dispute, and COUNTY shall immediately pay the balance or CONTRACTOR shall provide a credit as determined by such resolution.

(g) **Late Payments.** Any unpaid fees or expenses will become overdue 45 days after payment is required pursuant to this Agreement and shall be subject to a late fee equal to the lesser of 1.5% per month or the maximum amount allowed by law, for each month of delayed payment (with each such late fee attaching to such unpaid amounts on the first day of each 45 days' time increment beginning on the first day that such amounts become overdue). In the event COUNTY is in default of its payment obligations under this Agreement (and such default continues after written notice by CONTRACTOR), CONTRACTOR reserves the right to withhold services or delivery of any work in process until such default has been cured.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) **Workers' Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) **Liability Insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a

company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the COUNTY prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For

the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) Indemnification.

(i) **CONTRACTOR Indemnification.** To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all third party liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. (ii) **COUNTY Indemnification.** To the full extent permitted by law, COUNTY shall defend at its own expense, indemnify, and hold harmless CONTRACTOR and its officers, agents, employees, volunteers, or representatives from and against any and all third party liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and

reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of COUNTY or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the negligence or willful acts of CONTRACTOR or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors.

(iii) **General Indemnification Obligations.** Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving thirty (30) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY (“County data”), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR’s systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR; provided that automatically generated computer backup or archival copies generated in the ordinary course of the CONTRACTOR’s business need not be returned or destroyed so long as the CONTRACTOR makes no further use of the same and continues to abide by the restrictions set forth in Section 15 with respect to such information.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR for COUNTY under this Agreement shall be deemed a “work made for hire” for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use, or the use of any consortium or joint powers agency to which COUNTY is a party, or the services. Unless specified differently in Exhibit A, if the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY. For the avoidance of doubt, and notwithstanding anything contained herein to the contrary, CONTRACTOR and its licensors reserve and retain ownership to all Preexisting Technology, Developed Technology, and Generic Components (each as defined below). For purposes of this Agreement, the following terms shall have the following meanings: “Preexisting Technology” means all of CONTRACTOR’s inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information, tools, and all other intellectual property rights in existence prior to the commencement of the Services. “Developed Technology” means ideas (whether or not patentable), know-how, technical data, techniques, concepts, information, and tools, and all associated intellectual property rights thereto developed by CONTRACTOR or its personnel in connection with providing Services pursuant to this Agreement that derive from, improve, enhance, or modify CONTRACTOR’s Preexisting Technology. “Generic Components” means all inventions (whether or not patentable), works of authorship, designs, know-how, ideas, information, and tools, including without limitation

software and programming tools, developed by CONTRACTOR or its personnel in connection with providing Services generally that support CONTRACTOR's product and/or service offerings (including, without limitation the Services) and which do not incorporate and can be so used without use of COUNTY's confidential information.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination and COUNTY shall assume or compensate CONTRACTOR for all obligations and commitments that CONTRACTOR may have previously undertaken or incurred in connection with the services in good faith and without negligence on the part of CONTRACTOR and in conformity with this Agreement; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Jon Gjestvang
Napa County ITS
650 Imperial Way, Ste. 201
Napa, CA 94559

CONTRACTOR

Infoverity U.S., Inc.
5131 Post Road, Suite 220
Dublin, Ohio 43017

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or knowingly permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY’s ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. **Confidentiality.**

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to a party (“Receiving Party”) which relates to the disclosing party’s (“Disclosing Party”) past, present, and future activities, as well as activities under this Agreement. Receiving Party shall hold all such information as Receiving Party may receive, if any, in trust and confidence, except with the prior written approval of Disclosing Party, expressed through its Chief Information Officer. The obligations of the Receiving Party shall further not apply to confidential information: (i) generally available to the public at any time at no fault of the Receiving Party, (ii) furnished at any time to the Receiving Party by a third party having the right to furnish it with no obligation of confidentiality to the Disclosing Party, (iii) independently developed by the Receiving Party by individuals not having access to the confidential information of the Disclosing Party, or (iv) required to be disclosed pursuant to a valid order by a court or other governmental entity with jurisdiction, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such order to permit the Disclosing Party to challenge such disclosure. Upon cancellation or expiration of this Agreement, Receiving Party shall return to Disclosing Party all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR’s work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as “Protected Information”), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information in its possession or control, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County.

Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement, and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach, except that in the event that CONTRACTOR is not solely responsible, the parties shall share the costs and expenses in the same proportion as the parties' responsibility.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using FIPS 140-2 compliant AES-256 in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited. CONTRACTOR shall not save COUNTY data to said desktops or laptop systems.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or

subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld, except that CONTRACTOR may assign (i) this Agreement in its entirety (including Exhibit "A" hereunder) to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all of its assets or equity, and (ii) this Agreement and any portion thereof (including Exhibit "A"), to an Affiliate. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. This Agreement is binding upon the parties' respective successors and permitted assigns. For purposes of this subparagraph, the consent of COUNTY may be given by the Chief Executive Officer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** The parties shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability,

physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages.

(1) Affected Work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing Wages Rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) **Payroll Records.** For the above-described type of work (construction or surveying), in accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) **Apprentices.** CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions; provided that COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives gives CONTRACTOR reasonable prior notice of its intention to audit, conducts its audit during normal business hours, complies with all confidentiality and security requirements of CONTRACTOR, including CONTRACTOR's confidentiality requirements to its other clients, and takes all reasonable measures to prevent unnecessary disruption to CONTRACTOR's operations. The audit rights of this Agreement do not entitle COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above to have access to: (i) information of other customers of CONTRACTOR; (ii) information concerning CONTRACTOR's internal charges;

(iii) information relating to CONTRACTOR's procurement practices; (iv) privileged information; (v) personal information about CONTRACTOR personnel; or (vi) any internal audit of CONTRACTOR. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including Exhibits "A", "B", "C", "D", "E" and any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions.**

(a) Limitation of Liability.

(i) Under no circumstance and under no legal theory (whether in contract, tort, negligence or otherwise) will either party to this agreement, be liable to the other party for any indirect, incidental, special, exemplary, consequential, punitive, or other similar damages, including lost profits, lost sales or business, business interruption or any other similar loss incurred by the other party in connection with this agreement or the services, regardless of whether a party has been advised of the possibility of or could have foreseen such damages.

(ii) Each party's aggregate liability arising out of this agreement (including any addendum, exhibit, or schedule) or otherwise in connection with any services, shall in no event exceed the fees paid by county for the services prior to the first event or occurrence giving rise to such liability.

(iii) Contractor's aggregate liability arising out of this agreement (including any addendum, exhibit, or schedule) or otherwise in connection with any services, shall in no event exceed the insurance coverage required by this agreement.

(iv) Each party acknowledges and agrees that the essential purpose of this section is to allocate the risks under this agreement between the parties and limit potential liability given the fees, which would have been substantially higher if contractor were to assume any further liability other than as set forth herein. Contractor has relied on these limitations in determining whether to provide county the services provided for in this agreement.

(b) Warranties; Disclaimer.

(i) CONTRACTOR Representations and Warranties. CONTRACTOR hereby represents and warrants that: (A) it will fully comply with all applicable laws and regulations in performing the services; (B) it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or, to its best knowledge, which will interfere with its performance of the services; and (C) the services provided pursuant to this Agreement will be performed by CONTRACTOR and its personnel in a timely, professional, workmanlike manner, consistent with the specifications and guidelines set forth in Exhibit "A" and generally accepted industry standards. COUNTY agrees to notify CONTRACTOR of any claimed breach of any warranties within 30 days after the delivery of any nonconforming service. Nonconformity is a material or substantial deviation from the applicable specifications set forth in Exhibit "A". In the event of a breach, COUNTY's sole and exclusive remedy for any breach of this warranty will be, at CONTRACTOR's option, reperformance of the services, or termination this Agreement and return of the portion of the fees paid to CONTRACTOR by COUNTY for the nonconforming portion of the services.

(ii) COUNTY Representations and Warranties. COUNTY hereby represents and warrants that: (A) it will fully comply with all applicable laws and regulations in receiving and paying for the services; and (B) it is under no contractual or other restrictions or obligations

which are inconsistent with the execution of this Agreement, or, to its best knowledge, which will interfere with its receipt of or payment for the services. CONTRACTOR agrees to notify COUNTY promptly of any claimed breach of any warranties.

(iii) Exclusions. CONTRACTOR's representations and warranties herein do not apply if or to the extent that: (A) COUNTY is in violation of this Agreement; (B) the failure is caused by any configuration, modification, changes, or customization made to the services or deliverables by or on behalf of any person or entity other than CONTRACTOR; (C) the failure is caused by use of the services or deliverables in combination with any materials or equipment not supplied or specified by CONTRACTOR; or (D) the failure is caused by COUNTY materials, instructions, designs, or specifications, faulty internet connections or services, computer and/or network hardware, or any third-party software, application, or service.

(iv) Disclaimer and Limitation of Warranties. Except as expressly set forth in this agreement, each party expressly disclaims all other representations and warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. These disclaimers and exclusions will apply even if the express warranty and limited remedy set forth herein fails of its essential purpose.

(v) Maximum Allowable Disclaimers and Limitations. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. IN THESE JURISDICTIONS, EACH PARTY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

(c) COUNTY Responsibilities. In connection with CONTRACTOR's provision of the services, COUNTY will perform the tasks and assume the responsibilities set forth in Exhibit "A" or otherwise agreed to in writing or necessary for completion or delivery of the services ("COUNTY Responsibilities"). COUNTY understands that CONTRACTOR's performance depends on COUNTY's timely and effective performance of the COUNTY Responsibilities and obligations hereunder, timely decisions and approvals by COUNTY, and the accuracy of the assumptions set forth in Exhibit "A". CONTRACTOR may rely on all COUNTY decisions and approvals in connection with the services. COUNTY shall be responsible for, and agrees to pay, the actual and reasonable costs of delays caused by COUNTY or its personnel incurred by CONTRACTOR.

(d) Force Majeure. If either party cannot perform any of its obligations (except for payment obligations) because of any act of God, accident, strike, court order, fire, riot, war, quarantine, pandemic, epidemic, any act or failure to act of a government agency or local body, or any other cause not within the party's reasonable control that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will: (i) immediately notify the other party; (ii) take reasonable steps to resume performance as soon as possible; and (iii) not be considered in breach during the duration of the Force Majeure Event.

(e) Counterparts. This Agreement may be executed in multiple counterparts, including digitally, and delivered by electronic means, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

INFOVERITY U.S., Inc.

DocuSigned by:
By Matt Wienke
Matthew Wienke, President

DocuSigned by:
By Mark Thompson
Mark Thompson, Chief Operating Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California,

By _____
BELIA RAMOS, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>October 19, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p> <p>_____</p>
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EXHIBIT “A”

SCOPE OF WORK

This Exhibit “A” shall be governed and construed in accordance with the Agreement. In the event of any inconsistency between the provisions of the Agreement and this Exhibit “A” (regardless of any language in this Exhibit “A” purporting to override a provision of the Agreement), the provisions of the Agreement shall govern. Any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

1. Project Summary

Consultant will provide to Client the Services and Deliverables outlined below in accordance with the terms set forth herein and the Agreement. Client has asked Consultant to assist them in implementing a 360-degree view of the residents in Napa County to enable Client to perform analysis on: people who have received or are receiving drug and alcohol or mental health services, and who have been on adult probation, who have received or are receiving homeless services. In addition, Client has asked Consultant to assist them in implementing Informatica Cloud Data Governance and Catalog. Consultant will assist in launching a data governance program and train Client on implementing within the tool.

2. Scope and Services

a. Project Initiation

- i. **Project Planning** – Infoverity will create a baseline project plan and advise of required project workshops for the initial phase of engagement, discussion agendas, and resources needed for the sessions.
- ii. **Project Communication Planning** – Infoverity will partner with Client to devise core team status meeting cadences.
- iii. **Project RACI** – Collaborative definition of roles and responsibilities across Infoverity and Client team.
- iv. **Project Kickoff Presentation** – Infoverity will partner with Client to create a kickoff presentation consisting of project objectives, scope, timeline, and team structure.
- v. **Kickoff Meeting** – Infoverity will partner with Client to lead a project kickoff with the extended engagement team.

b. Delivery Management

- i. **Status Reporting** – Infoverity will provide a weekly status report, related to the Infoverity scope of work, consisting of overall status, schedule and progress tracking, individual milestone tracking per the project plan, recent accomplishments, tasks in progress, budget, and risk tracking.
- ii. **Solution Management** – The Infoverity Delivery Manager will provide overall technical management for the scope of the project and manage the Infoverity resource team to streamline project completion and ensure the technical solution satisfies the criteria of

the defined business objectives. The Delivery Manager will be the point of contact for all project related issues and escalations and provide status and related task tracking.

c. **Current State Review**

- i. **Current State Review Session** – Infoverity will engage to review and understand current state business processes and technical solutions as described and demonstrated by Client subject matter experts.
- ii. **Documentation Review** – Infoverity will review current state documentation as provided by Client.

d. **Data Profiling and Analysis**

- i. **Data Profiling** – Infoverity will leverage Informatica Cloud Data Profiling to perform high level / low level data profiling and analysis on in-scope source data.
- ii. **Data Analysis Report** – Infoverity will provide data analysis reports, including uniqueness, completeness, relationships, data types, distinct values for lookups, max and min values, patterns, data anomalies, and recommended data quality rules for the following data sources:
 - 1. CJNet
 - 2. HMIS
 - 3. Credible

e. **Discovery Workshops**

- i. **Workshop Content** – Infoverity will prepare materials to be leveraged within the discovery workshops to educate Client resources on core MDM concepts, demonstrate MDM capabilities, and specify areas of discussion for solution requirements solicitation.
- ii. **Workshop Leadership** Lead and facilitate discovery workshops to align on the technical design specifications for the Solution, guiding discussion on MDM, CAI, CDI, and CDQ best practices and process enablement. Design areas include:
 - 1. Person Data Modeling
 - 2. Person Hierarchies
 - 3. Metadata Structure with Person Definitions
 - 4. Integration Architecture
 - 5. Business Process Workflow for Person Lifecycle Management
 - 6. Data Quality and Validations
 - 7. Person 360 Interface Layouts for data viewing, authoring, and maintenance
 - 8. User Groups and Permissions
- iii. **Workshop Findings** – Infoverity will provide summary level findings and playback of initial workshops at the completion of the analysis phase

f. **Requirements**

- i. **Requirements Documentation & Refinement** – Document functional and technical requirements specifications for the MDM solution, soliciting requirements from Client stakeholders and guiding discussion on MDM best practices.
- ii. **Requirements Consultation** – Provide guidance on inputs and relevant criteria, and provide feedback on requirements in support of Client owned solution requirements documentation.

g. **Data Governance**

- i. **Technical Readiness Review** - Review the Informatica Cloud and Client on-premise environments to ensure the required components and credentials are available,

providing best practices for secure agents and source system account credentialing along the way.

- ii. Source System Scans - Collect the information for up to three natively supported systems to create and run scans from the metadata command center to create the technical catalog complete with profiling and metadata analysis.
- iii. Data Quality QuickStart - Work with subject matter experts to define data quality rules for 10-20 attributes and develop those data quality rules within Cloud Data Quality to demonstrate the automated data quality features of the platform.
- iv. Business Glossary Design - Define business terms and associated hierarchies for a single domain of data (up to 25 terms) and associate those terms to physical assets scanned into the catalog, aligning the business with IT terminology, and creating the beginnings of a fully searchable catalog.
- v. Operating Model Definition - Define data subject matter experts, and common roles (owner, steward, analyst, etc.) and how they interact with the metadata management platform.
- vi. Knowledge Transfer - Develop job aids and how to guides for the common actions in and personas within CDGC including step-by-step instructions for roles within the operating model.

h. Design

- i. **Design Workshops** – Lead and facilitate design workshops to align on the technical design specifications for the Solution, guiding discussion on MDM best practices and process enablement. Design areas include:
 - 1. Data Modeling
 - 2. Hierarchy
 - 3. Integration Architecture
 - 4. Source to Target Mapping
 - 5. Business Process Workflow for Lifecycle Management
 - 6. Data Quality and Validations
 - 7. User Interface layouts for data viewing, authoring, and maintenance
 - 8. User Groups and Permissions
- ii. **Solution Design Documentation**
 - 1. Produce a MDM solution design document detailing all design specifications for MDM specific data model, inbound and outbound integrations, web user interface, hierarchy, data quality, workflow, and user roles with permissions.
 - 2. Produce an Integration design document detailing all design specifications around integrations including but not limited to; source to target mappings, join conditions, and filtering logic
 - 3. Data quality design document detailing all design specifications for inbound and outbound architecture including data quality standardization and cleansing mappings.
- i. **Implementation** – Work on MDM solution configurations and enhancements under the direction and based on prioritization of the Client leadership team, aligning on overall project plan and weekly activities in an Agile delivery framework to support the MDM program. Key components of the program for consideration to be prioritized by Client and supported by Infoverity include:
 - i. **Data Model**

1. **Tailored Person 360 Data Model** - up to 5 additional field groups will be added to the standard Person 360 model
2. **Lookups** - Up to 5 additional list of values to be configured outside of the Informatica Person 360 data model
 - a. The five additional lookups do not include the list of values already provided by the Informatica C360 Data Model (ex: Gender, state codes, countries, prefixes, suffixes, etc)
- ii. **Hierarchies**
 1. **Person Hierarchy** – Implement and configure one (1) Person hierarchy
- iii. **Data Integrations** –Infoverity will be responsible for extracting the data from the source system, data transformation, and providing load-ready files or connection details for Infoverity to read/import into Informatica MDM. Data connections or extracts from source system(s) will be provided by Client and are expected to be complete and accurately populated with all available and cleansed data within the source system.
 1. **Ongoing Inbound Integrations**
 - a. Infoverity will be responsible for configuration of ongoing CDI ingress mappings for the ingestion of inbound Person data from the following sources;
 - i. CNet / Batch
 - ii. HMIS / Batch
 - iii. Credible / Batch
 - b. Primary data processes into and out of MDM will be handled via manual AND/OR automated IICS mappings.
 - c. Infoverity will be responsible for configuring the job scheduler within the IICS platform
 - d. Infoverity will be responsible for the design & implementation of delta detection based on requirements gathered as part of the analysis phase.
- iv. **Workflows** – Infoverity will work with Client to determine the business requirements that will be met by the workflow(s). Infoverity will construct two (2) workflows that achieve the business requirements and follow best practices to support the processes of manual merge approval and stewardship approval workflow
 - a. Manual Merge Approval
 - i. Automated task notification will be created for stewardship reviews based on manual match rules
 - b. Stewardship Approval Workflow
 - i. Automated task notification will be created for stewardship review and approval based on user role security permissions
- v. **Data Quality Rules**
 1. Implementation of key business rules – total of 5 custom / complex rules and 10 simple rules leveraging out-of-box CDQ configurations.
 2. Implementation of Informatica Address Verification
 3. Implementation of Phone Data as a Service
 4. Implementation of Email Data as a Service

- vi. **Match/Merge Rules**
 - 1. Initial functional requirements for match/merge rules will be pre-defined by Client. Infoverity will work with Client to determine final match/merge rules and translate to detailed design within the Informatica MDM Technical Design Document as part of design workshops and Blueprint design phase.
 - 2. **Match Rule Configuration** - Configure up to 10 match and merge rules.
 - 3. **Match Tuning** - three full-cycle match tuning iterations will be conducted within the project scope for Person records. Infoverity will present and review match tuning results with Client and elicit feedback for refinements to the match rules, configure adjustments to match/merge rules to ensure quality matching results for Person data.
- j. **Showcases** - Infoverity will work together with Client to determine the specific content for the showcases as part of planning efforts
 - i. **Demos** - Consultant will allocate two (2) one to two hours sessions for demonstrations, this includes time for question-and-answer sessions.
- k. **User Groups & Security** - Configuration of up to three user groups with associated permissions for viewing, authoring, maintaining, and approving of Person information
- l. **Testing**
 - i. **Solution Deployment** - Deployment of the MDM phase 1 solution configurations to Client QA/Test environment for test validation;
 - ii. **Defect Resolution** - Support system and integration test execution by troubleshooting and resolving all identified defects in configuration as per the approved requirements and design, including system/unit testing and user acceptance testing.
 - iii. **Technical Test Lead** – Infoverity to Provide a Test Lead to define the overall MDM testing strategy, test timeline, testing resource needs, and management of the overall validation phase.
 - iv. **Weekly Testing Status Reports** - Weekly progress updates on testing with the following KPIs:
 - 1. Number of Test Cases Planned
 - 2. Number of Test Cases Written
 - 3. Number of Test Cases Executed
 - 4. Number of Test Cases Passed
 - 5. Number of Test Cases Failed
 - 6. Execution trend compared to planned execution pace
 - 7. Number of Defects, categorized by:
 - a. New
 - b. Open
 - i. Defect
 - ii. Enhancement
 - iii. Question
 - c. Deferred
 - d. Closed
- v. **Technical Testing** – Infoverity to provide creation and execution of technical test cases to validate functional MDM solution components, including:
 - 1. Data Model

2. Hierarchy Structures
 3. Inbound MDM data processes
 4. Outbound MDM data processes
 5. Workflow processes
 6. Data Quality rules
 7. User Interface
 8. User Groups and permissions
 9. End to End Integration Testing, partnering with Client resources who will own integration and boundary application testing
- m. **Knowledge Transfers** - knowledge transfer shall be provided by Infoverity targeted toward business and administrative enablement. The material will be designed for individual business users using a train-the-trainer approach where the Client training lead will provide end user training upon completion of knowledge transfer from Infoverity.
- i. **Technical Knowledge Transfer Sessions** - Provide general knowledge transfer and “over the shoulder” knowledge transfers to Client team, limited to 2 hours per week throughout the project duration. This includes explanations of MDM functionality, demonstrations of core solution configurations, and interactive question and answer sessions
- n. **Production Deployment**
- i. Working collaboratively with Client, Consultant will create a comprehensive production deployment plan, ensuring best practices.
 - ii. Consultant will include at least one (1) mock-cutover for production go-live.
 - iii. Execute the migration of MDM, CDQ, CDI configuration/settings to Production.
 - iv. Collaborate with the Client project team to perform the Production deployment, leading Person MDM activities and loading Person data provided by Client teams.
 - v. Develop a roadmap for future enhancements to the overall platform for the client team to leverage going forward.
- o. **Hypercare and Stabilization**
- i. This SOW (timeline and budget) provides hyper-care or stabilization support assistance in a post go-live mode for two weeks for Priority 1 defects.
 1. Priority 1 defects are defined as followed
 - a. Severe problem preventing business area or business unit from performing critical business production functions
 - b. System crash or hang
 - c. Systems significantly impacted such as a severe performance degradation that is the direct result of a problem with the product
 - ii. Additional hyper-care support and cost can be provided upon request by Client for a separate contract action or change order to this SOW. Activities include:
 1. Support the MDM, CDQ, CDI Production instance with defect triage and break/fix operations
 2. Provide MDM, CDQ, CDI application support and run imports/exports as needed for integration triage for additional inbound/outbound job processing
 3. Provide MDM, CDQ, CDI user support and address questions on the solution and functionality

4. Support related activities and program objectives at the direction of MDM, CDQ, CDI application owner

3. Deliverables

Owner	Deliverable	Description
Infoverity	Project Plan	Schedule of events and task owners
Infoverity	Solution Design	Design and documentation of C360 SaaS components
Infoverity	Data Steward UI	Configured Web UI for data viewing and authoring of Person data
Infoverity	Data Model and Hierarchies	Physical Data Modeling and categorization for Person
Infoverity	Data Quality Rules	Data Quality rules and process for standardizing, validating, and auditing Person information
Infoverity	Data Stewardship Workflow	Business process configuration for Person data maintenance and match reviews
Infoverity	Source Initial Data Integration	3 ingress sources to MDM
Infoverity	Match and Merge	Matching and linking with associated business review for account golden record creation and approval, including two match tuning iterations
Infoverity	Knowledge Transfer	Enablement of MDM configuration to support opportunities for future expansion
SHARED	Testing	Infoverity owns solution validation and test execution. This includes a Test Plan and Test Cases. Client will be responsible for creation of test data. Client owns UAT with Infoverity Support
SHARED	Production Deployment	Planning and execution of migration of data elements to PROD environment, and deployment hyper-care post release

4. Client Responsibilities

1. **Documentation Access** - Provide access to necessary business, process and functional documentation related to the project in a timely manner.
2. **SME Access** - Provide the availability of Client resources identified as Subject Matter Experts (SMEs) that are knowledgeable of each subject area, related applications, processes, and associated data structures.
3. **Test Data** - Provide or create data for testing cycles

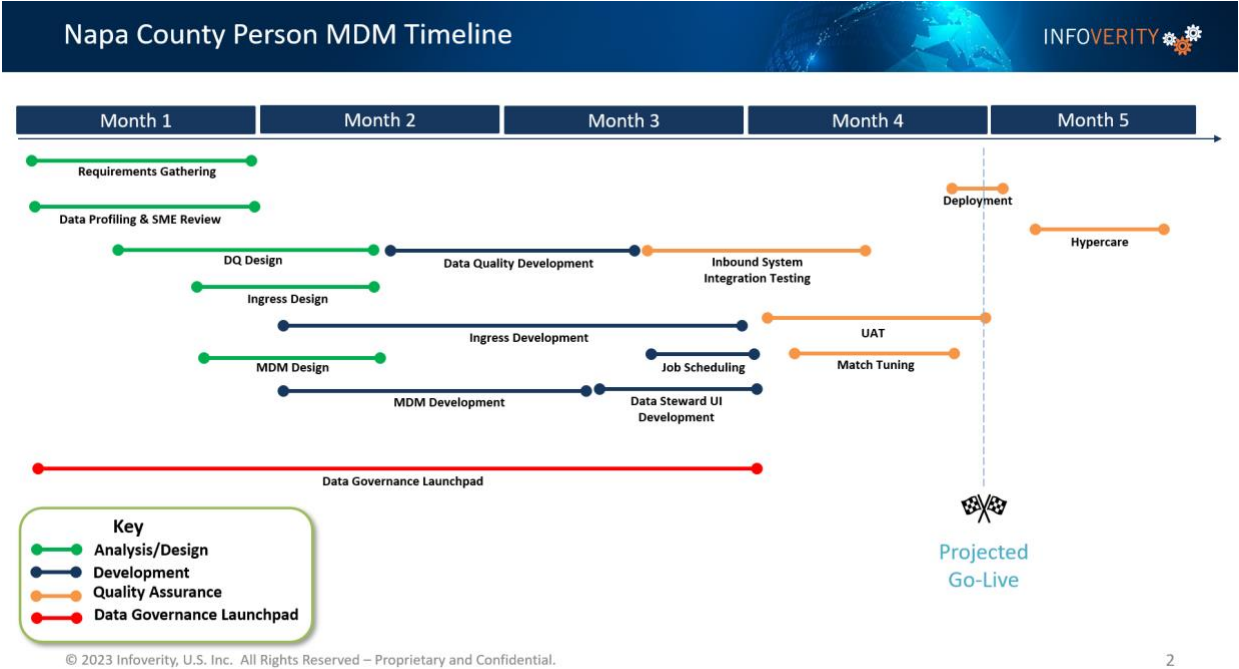
4. **DEV Environment Infrastructure** - Configure and install Informatica Secure Agent in DEV environment and provide Infoverity team access by end of Week 1
5. **QA Environment Infrastructure** - Configure and install Informatica Secure Agent in QA environment and provide Infoverity team access by end of Week 4
6. **PRD Environment Infrastructure** - Configure and install Informatica Secure Agent in PROD environment and provide Infoverity team access by end of Week 6
7. **Office Space** - If necessary, make available for the project team the necessary office space; office resources such as desks, chairs, conference areas, telephones and similar items; computers and software during both normal working hours and extended hours when requested with reasonable lead times, including security access to facilities and necessary technology.
8. **Network Access** - Physical and electronic access to appropriate data, networks and applications will be provided to the Infoverity team with minimal delay.
9. **Project Management** - Provide a dedicated project manager who will be responsible for internal resource management, project communications, assist with escalations of issues/risks, reporting on project financials and status, assist with scheduling of SME's and project stakeholders for the design workshops, setting up general purpose meetings between Client and Consultant, and ongoing management of the baseline project plan that will be completed by Infoverity.
10. **Approvals** - Client has final approval on design decisions, and will work in good-faith to complete review/approval cycles of the Solution Design deliverables in a timely manner.

5. Project Resource Loading

Role	FTE	Infoverity	Napa	Notes
Senior Advisor	.25	*		
Technical Delivery Manager	.50	*		
Solution Architect	.50	*		
MDM Configuration Specialist	1.0	*		Full Time beginning in Month 2
Data Quality Lead	1.0	*		
Integration Lead	1.0	*		
Test Lead / Analyst	1.0	*		
Data Governance Lead	1.0	*		Full Time for months 1-3
Test Analyst (UAT)	2.0 - 3.0		*	Full-time through testing phase
Business Data SMEs	.25 - .50		*	Heavy through analysis, design
Project Manager	.50 - .75		*	Heavy during analysis & design
Architecture / Integration Lead	.50		*	Heavy through design, build, deploy
Sys Admin / Infrastructure	.10 - .25		*	Heavy during initiation and deploy
Executive Sponsor	.10		*	Project Status updates

6. Project Schedule

The project start date shall be agreed by the parties within 10 days following the SOW Effective Date. For the avoidance of doubt, it is expected the start date to be November 28, 2023.



7. Project Approach

Company will leverage an Agile methodology to establish a formal approach to development, testing, and delivery within the program. Company will work collaboratively with the Client team to review, assess, design and deliver value-driven change to the platform within the scope of this SOW.

1. **Standup Meetings** – A daily check-in meeting will be held to assess progress of tasks, blockers/issues of the tasks, and address any challenges. The Company Delivery Manager and Client Project Manager will determine day/time during project planning.
2. **Sprint Planning** – Sprint planning meetings will be scheduled weekly to review backlog, new requests, initiate sizing, estimation, and prioritization. Sprints will be created, reviewed and agreed upon by Company Delivery Manager and Client Project Manager, Scrum Master and Product Owner.

8. Coordination

Client Representative and Responsibilities

Dan Glascott shall serve as Client representative (“Client Representative”). All communications relative to the Services will be addressed to Client Representative, who will have the authority to act on Client’s behalf in all matters regarding this SOW. Client Representative will use reasonable efforts to ensure that they are able to:

- Serve as the interface between Consultant’s project team and all of Client’s departments participating in the project;
- Attend status meetings;
- Obtain and provide applicable information, data, consents, decisions and approvals as required by Consultant to perform the Services, within five (5) business days of Consultant’s request;
- Help resolve Services issues, remove roadblocks, and escalate issues within Client’s organization, as necessary.

Consultant Representative and Responsibilities

John Nettuno shall serve as Consultant's representative ("Consultant Representative"). All communications relative to the Services will be addressed to Consultant Representative, who will have the authority to act on Consultant's behalf in all matters regarding this SOW. Consultant Representative will:

- Review the SOW, and any associated documents, with Client Representative;
- Establish and maintain communications through Client Representative;
- As necessary, review and administer the Project Change Control Procedure with Client Representative;
- Coordinate and manage the technical activities of Consultant's assigned personnel.

9. Project Team

A successful project is delivered by a team of Client and Infoverity resources including:

Senior Advisor - Infoverity

The Senior Advisor will be responsible for providing expert advice and guidance on business and functional requirements and design elements of the solution, best practices for integrating and utilizing the solution software, risk mitigation and project steering.

Technical Delivery Manager - Infoverity

The Technical Delivery Manager will provide overall technical project planning and management for the scope of the project to streamline project completion and navigate the team to an on-time and on-budget go-live. The Technical Delivery Manager will assist the Solution Architect to facilitate key sessions of the initial design workshops; work with the project team to establish the project approach and detailed project plan; consult on best practices for solution requirements, design, testing, and deployment; be the point of contact for all project related and technical issues and escalations; and provide status and project tracking to the Client team.

Solution Architect - Infoverity

The MDM Solution Architect has lead responsibility for managing the overall solution within the Person environment, solicitation of requirements and completion of the Solution Design. The Solution Architect will manage the overall solution design by working with key business and IT stakeholders and utilizing best practices. In Addition, the Solution Architect will provide oversight for the installation and configuration of MDM, as well as assuming a leadership and quality assurance role during testing and production deployment.

MDM Configuration Specialist - Infoverity

The MDM Configuration Specialist has lead responsibility for configuration of the MDM data model, ingress/egress jobs, trust and survivorship, match rules, MDM B360 and C360 migration activities, and user interface configuration. They will participate and contribute during the initial design workshops and have lead responsibility for configuring the MDM solution, unit testing, test phase defect remediation, and upper environment deployment activities.

Informatica Data Quality Specialist - Infoverity

The CDQ Configuration Specialists have lead responsibility for data profiling and analysis and working with the Client SMEs to formulate business rules for data quality and enrichment. They will participate and

contribute during the initial design workshops and have lead responsibility for configuring CDQ solution, unit testing, test phase defect remediation, and upper environment deployment activities.

Informatica Integration Lead - Infoverity

The CDI Configuration Specialists have lead responsibility for data profiling and analysis and working with the Client SMEs to formulate source to target mappings for MDM inbound and outbound consumption. They will participate and contribute during the initial design workshops and have lead responsibility for configuring CDI solution design, unit testing, test phase defect remediation, and upper environment deployment activities.

Test Lead – Infoverity

Responsible for creation of the Testing Strategy. Develops test plan, testing scope and risk assessment of the testing segment. Ensures all requirements are represented by one or more test scenarios. Monitor creation of and review Test Cases/Scenarios/Data. Coordinates activities of Test Analysts and reviews progress of overall testing. Manages and monitors defect remediation cycles and provides solution approval prior to Production deployment.

Executive Sponsor - Client

The Executive Sponsor participates in management reviews and approval tasks, and stage gate reviews. This person has overall responsibility for the success of the project within the company and provides guidance regarding Client's strategies and business policies to the team.

Project Manager - Client

The Client Project Manager is responsible for management of the project timeline along with the Infoverity Delivery Manager, management of Client resources, assisting with scheduling of SME's and project stakeholders for the design workshops, and facilitating the review/approval cycles of the requirements and design deliverables as per the project plan.

Functional Business Analyst Lead - Client

A functional lead, partnered with the Solution Architect and Infoverity Informatica Specialist Consultant to drive requirements from stakeholders and develop functional specification documents that developers can leverage in the build phase. The functional business analyst lead should also create source to target mappings for the functional specifications, understand the data profiling done by the DQ specialists to ensure requirements are met, and have some expertise with systems analysis. People who are knowledgeable of the Client product information and environment are a good fit here.

Enterprise Architect – Client

The client Enterprise Architect is responsible for relaying information and providing subject matter expertise regarding the existing IT systems, data flows and integrations involved with applicable domain(s) and reference information processes, or where necessary, for identifying those individuals at the Client with applicable knowledge to engage with Infoverity for general discovery and analysis.

Technical Resources - Client

Technical Resources consist of ETL middleware integration developers, communications personnel, LAN, database administration and support (DBA), and technical support for the different systems that Infoverity

will interface with. Previous system experience with the in-scope Client legacy applications and systems is necessary. Experience with Java programming language, web services & data conversion is also helpful.

Business Stakeholders and SME's - Client

Users representing the functional areas and who are knowledgeable of the business processes and requirements, participate in the design workshops to present and contribute to requirements and design discussions, and ultimately be the users of the new solution.

Note: As appropriate, these roles can be combined and performed by one or more members of the team.

10. Resource Extension

During the SOW, if additional resourcing or time extensions for existing resources is deemed necessary or requested, Infoverity will use reasonable efforts to obtain resources based on availability and lead time. If Client has not requested resources or extensions within thirty (30) days of contract completion, Infoverity resources will be subject to be staffed on other projects.

11. Place of Performance

Tasks associated with this project will be performed at Client's location(s) in Napa, CA, and at Infoverity's HQ located in Columbus, OH, and at other Infoverity locations.

12. Assumptions

The estimated timetable and fees associated with providing the Services and Deliverables are based on certain assumptions, and such estimates may be revised by Infoverity in the event such assumptions are not met, including without limitation:

- a. Client fulfilling its responsibilities as outlined in this SOW;
- b. Client to provide all infrastructure for software solution. This can be provided through the software cloud provider, a hosted VM, or on-prem infrastructure.
 - a. **DEV Environment Infrastructure** - Client to provide or secure DEV environment and other necessary software by end of Week 1
 - b. **QA Environment Infrastructure** - Client to provide or secure QA environment and other necessary software by end of Week 4
 - c. **PRD Environment Infrastructure** - Client to provide or secure PRD environment and other necessary software by end of Week 6
- c. Client will provide necessary Client resources to provide subject matter expertise on current state architecture and systems.
- d. Personal identifiable information (PII) such as SSN will be hashed by Client before transmitting to Infoverity.
- e. All deliverables will be provided in the standard Infoverity templates.
- f. All Infoverity employees will abide by the Planned Time Off (PTO) policies as defined by Infoverity. Infoverity resources will mark their PTO on their calendars and provide advance notice, where possible, to Client.
- g. Deliverables that are listed in the project stages section 3 of this SOW will be the responsibility of Infoverity to complete and submit to Client for approval. Any additional project Deliverables are assumed to either be the co-responsibility of both Client and Infoverity, or the responsibility of Client to complete.

- h. A total of three (3) Informatica environments will be utilized (development, UAT, and production)
- i. Record counts for in-scope applications adhere to licensing procured by vendor with Informatica licensing agreement per Informatica environment (Non-Prod vs Production).
- j. Client has procured the necessary connector licensing from Informatica for source specific connections
- k. Client has approximately 300,001 unconsolidated Person records
- l. One Person domain will be implemented and configured during this engagement
- m. No more than five (5) additional field groups will be added to the Person 360 out of the box data model during this phase of work
- n. Client will complete software training through Informatica University
- o. No more than 5 reference tables (lookup tables) will be configured outside of the reference tables provided as part of the Person 360 data model.
- p. One hierarchy is assumed to be in-scope within this phase of work
- q. The latest Informatica MDM SaaS release will be leveraged for design specifications and requirements gathering. Functionality released during or post the design phase will require a documented change request

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B”**COMPENSATION AND EXPENSE REIMBURSEMENT****Professional Fees and Expenses**

Below is the Fixed Fee monthly cost schedule for the successful completion of the scope defined in this SOW which is exclusive of permitted travel expenses and subject to the agreed scope of work and exclusions.

Month	Cost
Contract Signature – November 30, 2023	\$54,964
December 31, 2023	\$137,410
January 31, 2024	\$137,410
February 28, 2024	\$137,410
March 31, 2024 (Go Live)	\$82,446
	<u>\$549,640</u>

Fees

Payment terms are outlined in the PSA between both parties. Consultant will invoice Client only for actual time and expenses incurred that are pre-approved in writing by Client. Travel expenses to and from Client’s facilities for the Consultant’s team will be managed to actual travel expenses incurred, capped at 10% or \$55,000 for travel fees. Throughout the project, Client and Consultant will work together to plan the onsite and offsite schedule in an effort to manage the expense budget. All out-of-pocket travel expenses incurred by Consultant will be billed at cost and subject to the cap above. Any additional Consultant travel expenses that are required above the cap will be discussed prior and pre-approved in writing by Client. Consultant resources will provide detailed receipts for airfare, parking, rental car, rental car gas, lodging and meals; and shall be subject to the procedures set forth in the Agreement.

Fees will be invoiced at milestone completion and addressed to Napa County and Address, per the terms specified herein and the Agreement.

Fees will be invoiced in accordance with the Milestone schedule defined herein following Deliverable Acceptance process defined in Section 13 and per the Agreement. Invoices will be addressed to Napa County and Address.

Deliverable Acceptance

Upon Infoverity’s completion of a Deliverable, Client shall verify that it materially conforms to the description of such Deliverable provided in this SOW, or meets the requirements as defined herein or mutually agreed upon during the engagement, or, in the event the SOW does not provide a description for such Deliverable, the parties shall utilize applicable standards and practices generally accepted (“Acceptance Criteria”). Unless otherwise agreed to in this engagement letter, the "Acceptance Period" with respect to any Deliverable shall be three (3) business days for those submitted/reviewed. The

Acceptance Period commences upon Infoverity's submission/presentation of the Deliverable to Client for Acceptance (defined below) review. Should acceptance not be provided within the agreed upon acceptance window, the deliverable will be considered approved.

If a Deliverable meets the relevant Acceptance Criteria, Client shall deliver written notification of Acceptance to Infoverity of such fact by the end of the Acceptance Period for such Deliverable. If a Deliverable does not meet the relevant Acceptance Criteria, Client shall deliver written notification to Infoverity of such fact by the end of the Acceptance Period for such Deliverable, describing such nonconformity ("Notice of Nonconformity"). Infoverity shall have an additional ten (10) days, or such other period as otherwise agreed to by Client, to implement such changes as shall be reasonably required to bring the Deliverable in material conformity. Infoverity shall notify Client of all corrections it made to the Deliverable and re-submit the revised Deliverable to Client for acceptance. In the event the resubmitted Deliverable does not meet Acceptance Criteria, Client shall require that Infoverity make additional corrections to the Deliverable according to a schedule mutually agreed upon by the parties and the Acceptance process will begin anew. In the event the resubmitted Deliverable does not meet the Acceptance Criteria for a third time, Client, at its sole discretion can (i) have Infoverity make additional corrections to the deliverable according to a schedule mutually agreed upon by the parties and restart the Acceptance process, (ii) discuss and mutually agree with Infoverity to a change in Deliverable, with a corresponding mutually agreed reduction in fees, and restart the Acceptance process, or (iii) terminate the SOW, with Infoverity refunding all fees associated with the nonconforming deliverable. For any re-performed Deliverables which are rejected by Client, Consultant will reset the Deliverable(s) back to the point of origination for the respective Deliverable.

Acceptance of a Deliverable is achieved upon the earlier of: (i) the date Client notifies Infoverity of its acceptance of such Deliverable; or (ii) the expiration of the Acceptance Period for such Deliverable without Infoverity's receipt of Client's Notice of Nonconformity.

Termination

Client may terminate this SOW at any time with thirty (30) days written notice to Infoverity.

Project Change Control Procedure

Any material changes to the project scope or any of the other terms and conditions of this SOW will be administered through the "Project Change Control Procedure" as described herein. When a need for a change to the SOW is identified, the Consultant Representative will complete a "Change Request" form. This form will describe Consultant's understanding of the requested change, the impact that the change has on the current SOW, and the estimated resources and time required to implement the change. The Change Request form will also set forth the fees due to the Consultant for such change (if applicable). The Consultant Representative will submit the completed form to the Client Representative for review and approval. If the Client Representative does not approve the Change Request within 10 business days of receipt, and Client has not extended the approval period in writing, the terms of the Change Request will be void.

Should circumstances beyond Consultant's control occur that materially change the scope, timeframe, or deliverables of this project or any unit of work within it, Client will be notified and shall approve of any impact on associated fees prior to proceeding. Work in addition to the scope identified in this SOW would be incurred only with prior written approval from Client.

Personnel Replacement

Infoverity will make reasonable efforts to assure resource continuity throughout the engagement, and resources will be allocated according to the defined timeline and project plan. If a resource is not meeting Client expectations, Client may request in writing removal of this resource from the project. If Infoverity and Client agree to remove a resource due to performance or other circumstances, Infoverity will onboard a new resource within a reasonable and appropriate timeframe. Client is not responsible for the cost of the knowledge transfer of any resource that is replaced during the timeframe of this SOW.

EXHIBIT "C"**[Company Name]**

[Street Address]

[City, ST ZIP Code]

Phone [phone] Fax [fax]

Taxpayer ID #

**SAMPLE
INVOICE**

INVOICE # _____

DATE: _____

TO:

[Customer Name]

[Street Address]

[City, ST ZIP Code]

FOR:

[Project or service description]

Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15		Smith,			
1/1/15	Site visit/investigation 123 Main St,	Engineer	1.5	\$165.00	247.50
1/1/15	Napa.	Smith,	1	\$165.00	165.00
	Conf w/Owner	Engineer	4	\$165.00	660.00
	AutoCad, Bldg X, 3 rd Floor	Smith,			
		Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15		Smith,			
1/2/15	AutoCad Bldg X, 3 rd Floor	Engineer	4	\$165.00	660.00
	Conf w/Owner re 2 nd Floor	Smith,	.5	\$165.00	82.50
		Engineer			
1/3/15	Mtg w/Jones re 2 nd Floor; conf	Smith,			
1/3/15	w/Owner	Engineer	1.5	\$165.00	247.50
	Mtg w/Smith; conf w/Owner re 2 nd	Jones, PE	1.5	\$195.00	292.50
	Floor				
TOTAL					

EXHIBIT “D”

PRICE QUOTATION

LICENSE ORDER AGREEMENT

INFOVERITY U.S., INC.

5131 POST ROAD, SUITE 220, DUBLIN, OHIO 43017
WWW.INFOVERITY.COM

TO: Dan Glascott
Deputy CIO, Application Dev
County of NAPA
650 Imperial Way
Napa, CA 94559

EMAIL: dan_glascott@countyofnapa.org
PHONE: (707) 259-8185

FOR: Dan Glascott
Deputy CIO, Application Dev
County of NAPA
650 Imperial Way
Napa, CA 94559

EMAIL: dan_glascott@countyofnapa.org
PHONE: (707) 259-8185

FROM: John Nettuno
Director
Infoverity U.S., Inc.
5131 Post Rd
Suite 220
Dublin, OH 43017

EMAIL: jnettuno@infoverity.com
PHONE: (713) 614-0886

TERMS: FTIN: 45-2428631

Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
DUNS No: 059717045
Sales Tax May Apply

QUOTE NO: 40875263

QUOTE DATE: 10/23/2023
QUOTE EXPIRES: 11/30/2023
RFQ NO: ITS052301
SHIPPING: GROUND
TOTAL PRICE: \$1,015,868.63
TOTAL QUOTE: \$1,015,868.63

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
YEAR 1						
1	0000036364-0000	MDM SaaS - Customer 360 - Customer B2C Unconsolidated Records - Annual Subscription Informatica, Inc.	\$179,129.63	OM	300,001	\$179,129.63
2	0000036360-0000-2	Intelligent Data Management Cloud - IPU - per Consecutive Month Informatica, Inc.	\$81,337.50	OM	150	\$81,337.50
3	0000035181-0000	Intelligent Data Management Cloud - Overage Protection per Consecutive Month Informatica, Inc.	\$0.00	OM	1	\$0.00
4	0000026370-0000	North America Regional Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$9,167.14	OM	1	\$9,167.14
5	0000026302-0000	Non-Production Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$0.00	OM	2	\$0.00
6	0000036511-0000	Global Phone Number Validation and Email Verification with Hygiene Bundle for Cloud (Per Hit) Informatica, Inc.	\$0.0046	OM	300,001	\$1,391.76
7	0000035710-0000	Signature Select for Subscription Informatica, Inc.	\$67,596.85	OM	1	\$67,596.85
YEAR 1 SUBTOTAL:						\$338,622.88
YEAR 2						
8	0000036364-0000	MDM SaaS - Customer 360 - Customer B2C Unconsolidated Records - Annual Subscription Informatica, Inc.	\$179,129.63	OM	300,001	\$179,129.63
9	0000036360-0000-2	Intelligent Data Management Cloud - IPU - per Consecutive Month Informatica, Inc.	\$81,337.50	OM	150	\$81,337.50
10	0000035181-0000	Intelligent Data Management Cloud - Overage Protection per Consecutive Month Informatica, Inc.	\$0.00	OM	1	\$0.00
11	0000026370-0000	North America Regional Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$9,167.14	OM	1	\$9,167.14
12	0000026302-0000	Non-Production Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$0.00	OM	2	\$0.00
13	0000036511-0000	Global Phone Number Validation and Email Verification with Hygiene Bundle for Cloud (Per Hit) Informatica, Inc.	\$0.0046	OM	300,001	\$1,391.76
14	0000035710-0000	Signature Select for Subscription Informatica, Inc.	\$67,596.85	OM	1	\$67,596.85
YEAR 2 SUBTOTAL:						\$338,622.88
YEAR 3						
15	0000036364-0000	MDM SaaS - Customer 360 - Customer B2C Unconsolidated Records - Annual Subscription Informatica, Inc.	\$179,129.63	OM	300,001	\$179,129.63
16	0000036360-0000-2	Intelligent Data Management Cloud - IPU - per Consecutive Month Informatica, Inc.	\$81,337.50	OM	150	\$81,337.50
17	0000035181-0000	Intelligent Data Management Cloud - Overage Protection per Consecutive Month Informatica, Inc.	\$0.00	OM	1	\$0.00
18	0000026370-0000	North America Regional Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$9,167.14	OM	1	\$9,167.14
19	0000026302-0000	Non-Production Premium Address Cleansing for Cloud per consecutive month Informatica, Inc.	\$0.00	OM	2	\$0.00
20	0000036511-0000	Global Phone Number Validation and Email Verification with Hygiene Bundle for Cloud (Per Hit) Informatica, Inc.	\$0.0046	OM	300,001	\$1,391.76

QUOTE Date: 10/23/2023
QUOTE NO: 40875263

PRICE QUOTATION

21	0000035710-0000	Signature Select for Subscription Informatica, Inc.	\$67,596.85	OM	1	\$67,596.85
YEAR 3 SUBTOTAL:						\$338,622.88
SUBTOTAL:						\$1,015,868.63
TOTAL PRICE:						\$1,015,868.63
TOTAL QUOTE:						\$1,015,868.63

Pricing and terms subject to change

Special Remarks

For this Order only, Sub-section 4.3(e) of the Informatica License and Services Agreement at <https://www.informatica.com/legal/informatica-license-services-agreement.html> is modified as follows: '(e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, including but not limited to the California Public Records Act, provided, however, that Receiving Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure and further provided the Receiving Party shall otherwise continue to treat such Confidential Information in accordance with this Agreement.'

COUNTY shall make three (3) equal payments of \$338,622.88 (plus applicable taxes, if any) with the first such payment being due within thirty (30) days of receipt of Infoverity's invoice which invoice shall be issued following execution of this Quote. Infoverity shall issue a subsequent invoice annually thereafter, and payment shall be due within thirty (30) days of receipt of such invoice.

All fees are non-cancellable, non-refundable and non-contingent subject only to any legislatively mandated fiscal funding cancellation due to nonappropriation of funds.

COUNTY and its Users shall comply with the following: (i) the Informatica License and Services Agreement ('ILSA') at <https://www.informatica.com/legal/informatica-license-services-agreement.html> or substantially equivalent terms; (ii) the applicable Cloud and Product Description Schedule at <https://www.informatica.com/content/dam/informatica-com/en/docs/informatica-cloud-and-product-description-schedule.pdf>; (iii) the current Informatica Customer Support Guide available at <https://network.informatica.com/docs/DOC-3015>; and (iv) where Informatica's provision of the offerings includes the processing of personal data by Informatica, the data processing agreement at <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/online-data-processing-agreement.pdf>, which are incorporated by reference (collectively the 'Agreement').

The offerings set forth above made available on a subscription basis may only be used for the duration set forth above or otherwise set forth in the Cloud and Product Description Schedule ('Subscription Period'). This order represents a binding, non-contingent, non-cancellable obligation on COUNTY's part to pay the total fees specified above. Unless the Parties agree to renew the Subscription Period, upon expiration of the Subscription Period COUNTY will, and will cause other authorized users to, cease use of and access to the Product or Service, uninstall and destroy copies of any applicable Software from its systems and related technical documentation. Renewal of the Subscription Period shall be subject to the applicable renewal fees.

Renewals are quoted assuming the same duration and level of Products and Services as during the prior term and may be requested if the term or level of Products or Services are reduced.

Informatica will provide the offerings and documentation by electronic transfer.

IN WITNESS WHEREOF, the Parties have caused this License Order Agreement to be executed by their duly authorized representatives who personally warrant their authority to so act as of the last signature date below, which shall be the Effective Date.

CONTRACTOR: Infoverity U.S., Inc.:

By: _____
Matthew Wienke - President
Date: _____

By: _____
Mark Thompson - Chief Operating Officer
Date: _____

COUNTY: Napa County, a political subdivision of the State of California

By: _____
Belia Ramos, Chair - Board of Supervisors
Date: _____

APPROVED AS TO FORM - Office of County Counsel

By: _____
County Counsel
Date: _____

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

By: _____
Deputy Clerk of the Board
Processed by: _____
Date: _____

ATTEST: NEHA HOSKINS - CLERK OF THE BOARD OF SUPERVISORS

By: _____
Date: _____

EXHIBIT “E”

All references to “you” shall mean “Napa County” in this Exhibit “E.”

All references to “Reseller” shall mean “Infoverity U.S., Inc.” in this Exhibit “E.”



INFORMATICA LICENSE AND SERVICES AGREEMENT

BY EXECUTING AN ORDER OR SOW THAT INCORPORATES THE TERMS OF THIS INFORMATICA LICENSE AND SERVICES AGREEMENT BY REFERENCE OR BY COMPLETING ANY ONLINE ENROLLMENT FORM OR CLICKING THE ACCEPTANCE CHECK BOX DISPLAYED AS PART OF AN ENROLLMENT PROCESS, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS. BY ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“CUSTOMER”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THE AGREEMENT, “Informatica” refers to the Informatica legal entity set forth on Your Order or SOW. All headings are for ease of reference and are for convenience only, and do not affect interpretation.

1. SCOPE OF USE

Definitions:

Software means Informatica-branded computer programs that may be installed on equipment owned or operated by Customer or a third party on Your behalf.

Cloud Services means Informatica-branded offerings made available to Customer on demand via the Internet from equipment owned or operated by or for Us.

Professional Services and **Educational Services** mean consulting or training services respectively, provided by Us either remotely via the Internet or in person.

Support Services means, as applicable to Your Order, access to Our help desk and to updates, upgrades, patches and bug fixes.

Products means Software and Cloud Services.

Informatica may also be referred to as “We,” “Us” or “Our(s)” and Customer may also be referred to as “You” or Your(s).

- 1.1. **Transaction Documents.** You can acquire Products and Support Services identified on our order form that We may refer to as an Exhibit A (“Order”) and Professional Services and Educational Services as specified in a Statement of Work (“SOW”). Each Order and each SOW is a separate contractual commitment. We or our Affiliates will also honor any legal Order executed by You or your Affiliates. “Affiliate” is any corporation or other business entity which controls, is controlled by or is under common control with a party through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interests of a non-corporate entity.
- 1.2. **Software.** When You enter into an Order for Software, We grant You and Your Affiliates a non-exclusive, non-transferable, non-sublicensable license for the Order Term (as defined in Section 3.4 below) set forth in the Order to use, in object code format, the Software identified in the Order and any updates provided under Support Services, subject to the terms of the Agreement as defined in Section 1.4. The number of copies of Software installed by You, including updates made available under Support Services, must correspond to the quantities licensed by You. Except for a reasonable number of backup copies of the Software, You can’t copy the Software. All titles, trademarks and copyright and restricted notices must be reproduced in any copies.
- 1.3. **Cloud Services.** When You enter into an Order for Cloud Services, We give You and Your Affiliates non-exclusive, non-transferable, worldwide access by authorized individuals solely within Your and Your Affiliates’ organization (“Users”) to use the Cloud Services during the Term, subject to the terms of the Agreement. Cloud Services offerings may require a limited-use subscription to on-premise Software and use of that Software must comply with all applicable terms. Cloud Services will be available as set forth in the Service Level Commitment <https://www.informatica.com/content/dam/informatica-com/en/docs/legal/service-level-commitment.pdf>. You must: (i) protect the secrecy of Your authorized user IDs and passwords; (ii) notify Us immediately of any unauthorized use of any user ID or password or any other known or suspected breach of security; and (iii) report to Us immediately and use reasonable efforts to stop any copying or distribution of content not authorized by Us. You agree that anyone who inputs a valid user ID and password will be deemed an appropriate User unless and until You notify Us otherwise in writing. Any individual User who has violated this Section may have its account suspended. You will not (i) permit more Users to access or use the Cloud Services than are permitted in the applicable Order; (ii) send or store infringing, obscene, threatening, or otherwise unlawful material, including material that violates privacy rights, or malicious code in connection with the Cloud Service; (iii) damage, disable, overburden, impair, interfere with or disrupt the Cloud Service; (iv) attempt to gain unauthorized access to any systems or networks connected to it or otherwise interfere with the operation of the Cloud Services or the use of the Cloud Services by others; (v) exceed any applicable usage or storage capacity limit; or (vi) make the Cloud Services available to any unlicensed users

- 1.4 **Usage Limitations.** Products shall be used solely for the internal data processing and computing needs of You and Your Affiliates in accordance with the terms of the ILSA, the applicable Order and the applicable provisions in the Informatica Product Description Schedule <http://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/informatica-product-description-schedule.pdf> or Cloud Description Schedule <http://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/informatica-cloud-description-schedule.pdf> current at the time of licensing (collectively “the Agreement”). You shall not (a) make the Products available to unauthorized third parties, (b) use the Products for outsourcing or service bureau purposes or otherwise processing for the benefit of any third party; (c) rent or lease the Products for third-party training or commercial time-sharing; (d) use the Products for any purpose that is illegal or illicit in any geography where the Products are accessed or used from; (e) distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Products or any portion thereof, or (f) use the Products except as expressly permitted. No third-party software that is provided with the Products may be used independently from the Products. Unless otherwise mutually agreed in writing and except to the extent required to obtain interoperability as specified by law, You agree not to adapt, translate, reverse engineer, decompile or otherwise derive the source code for Products or any of the related features of the Products or to allow third parties to do so. You can’t use the Products for benchmarking or other competitive purposes.
- 1.5 **Service Providers.** Customer may allow its external service provider(s) (“Service Provider(s)”) to use the Products solely for purposes of providing outsourcing services for Your benefit in accordance with the Agreement, and no duplication of the quantities of Products is permitted. You are fully responsible for the Service Provider’s compliance with the Order and this Agreement in its use of the Products
- 1.6 **Documentation.** You can print a reasonable number of copies of the softbound version of the documentation provided with the Products (“Documentation”) solely for internal use.
- 1.7 **Proprietary Rights.** We own all proprietary rights, including all patent, copyright, trade secret, trademark and all other proprietary rights, in and to the Products and any corrections, bug fixes, enhancements, updates or other modifications and derivatives, including custom modifications, to the Software and all other deliverables. We reserve all rights not expressly granted to You.
- 1.8 **Customer Data.** You own and control all data you process with the Products (“Customer Data”). You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property rights in all Customer Data. You will ensure that provision of Customer Data to Us for processing is in compliance with all applicable laws, and you will backup Customer Data. You will comply with all applicable laws, including laws applicable to “protected health information,” as defined under the Health Insurance Portability and Accountability Act or Personal Data as defined under Regulation (EU) 2016/679 (General Data Protection Regulation).
- 1.9 **Usage Information.** Subject to Customer’s opt-out rights, Software will automatically transmit to Informatica information about the computing and network environment in which the Software is deployed including IP address and the data usage and system statistics of the deployment. Cloud Services will automatically collect information about the operation, organization, and use of the Cloud Services, including Metadata as described in the Security Addendum (available at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-cloud-and-support-security-addendum.pdf>), but not Customer Data. This information will be used to facilitate Support Services, deployment and usage analysis, usage suggestions, and to improve the customer experience and the Products. Customer may disable Software collection of information by following instructions available upon installation and in the Documentation. Collection of information by Cloud Services, including any associated Software, is necessary to provide the Cloud Services and cannot be disabled.
- 1.10 **Privacy and Security.** We follow the privacy policy available at <https://www.informatica.com/privacy-policy.html>. Cloud Services may use third-party infrastructure, which are independently audited and certified as SOC 2 compliant. Based on our reasonable diligence, We comply with all laws applicable to Us as the provider of the Cloud Services. We process Customer Data via the Cloud Services in accordance with the terms of this Agreement and any reasonable instructions that You might give Us from time to time. We reserve the right to hire other companies to provide services on Our behalf in connection with Our provision of the Cloud Service. We will prohibit such subcontractors from using Customer Data for any purpose other than to perform services on Our behalf. We reserve the right to transfer Customer Data to the U.S. and other countries for processing in connection with Our provision of the Cloud Service. We will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as described in the Security Addendum. Those safeguards will include measures for preventing access, use, modification and disclosure of Customer Data except (a) to provide the Cloud Services and prevent or address service or technical problems, (b) as compelled by law or (c) as You may expressly permit in writing. Where Your use of any Cloud Services, Support Services, Professional Services or Educational Services includes the processing of personal data by Informatica, the terms of the data processing agreement at <https://www.informatica.com/content/dam/informatica-com/global/amer/us/docs/legal/online-data-processing-agreement.pdf> shall apply to such processing, and are hereby incorporated by reference. We can’t control the jurisdiction where the data originates; and neither We nor our Products is a “data controller” or similar under applicable law with respect to Customer Data. As between You and Us you are the sole “data controller.”

2. SUPPORT SERVICES

If We receive payment of the applicable annual Support Services fee (“Support Fees”), We will provide the Support Services for the Products as set forth in the Order and the Informatica Global Customer Support Guide valid at the time of signature of the Order and available at <https://network.informatica.com/docs/DOC-3015>. Details of Support Guide may be modified from time to time, but no modification will materially degrade the Support Services during the Term.

3. FEES, CHARGES, TAXES AND DELIVERY

- 3.1 **Initial Fees.** Except as otherwise provided in the applicable Order, (a) We will send you an invoice for the initial Product and Support Fees upon execution of the Order; and (b) in cases of a multi-year subscription Term, We will invoice you before each anniversary of the Order effective date.
- 3.2 **Renewals.** After the initial Term, We will invoice you annually after We send You a quote ("Renewal Quote") approximately sixty (60) days prior to the start of each annual Term.
- 3.3 **Support Services for Perpetual Licensed Software.** After the first year of Support Services, We may increase the annual Support Fees by five percent (5%) from the annualized Support Services fees paid in the prior year.
- 3.4 **No Modifications.** Except as otherwise provided in an applicable Order, (a) quantities may not be decreased during the applicable Subscription Period or term duration stated in the Order ("Order Term") and (b) all payment obligations for the Order Term are non-cancelable and non-contingent and all amounts paid are nonrefundable except as set forth in section 7.3. We may suspend the impacted Product or Support Services if any invoice remains unpaid more than thirty (30) days.
- 3.5 **Timing.** All invoices for Products and services are due and payable within thirty (30) days of receipt. If We don't receive timely payment, We reserve the right to charge a late fee equal to the lesser of one percent (1%) per month or the maximum amount allowed by law in addition to Our cost of collection.
- 3.6 **Review.** Informatica may, on at least ten (10) business days' prior written notice and not more than once every twelve (12) months, during Your normal business hours, review and validate Your compliance with the Agreement and deployment of the Products. You agree to provide accurate and complete information within ten business (10) days of Informatica's request in a form and format reasonably satisfactory to Us, and to immediately remit to Us any shortfall in payment disclosed by the review including any late charges.
- 3.7 **Taxes.** You shall pay applicable sales, use, goods and services, value-added, or equivalent "indirect" taxes and duties unless You timely give Us documentary evidence of exemption as prescribed by the tax authorities. We shall ensure Our invoices state taxes separately and meet local statutory invoicing requirements to enable You to seek recovery of the indirect taxes collected and remitted by Us.
- 3.8 **Delivery** The Products, Documentation, and all updates furnished under Support Services shall be delivered electronically.

4. CONFIDENTIALITY

- 4.1 For purposes of this Agreement, the party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party". "Confidential Information" means the Products (including both object and source code versions of Software), the accompanying Documentation and all related technical and financial information (including the terms of this Agreement) and any information, technical data or know-how, including, without limitation, that which relates to computer software programs or Documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, company structure/ownership, markets and finances of the Disclosing Party which (i) has been marked as confidential; (ii) is identified as confidential at the time of disclosure either orally or in writing; or (iii) due to its character and nature, a reasonable person under like circumstances would understand to be confidential. All Our software, computer code, product development and marketing plans, and non-public financial and human resources data, materials and information are deemed to be Confidential Information.
- 4.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt; (b) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed the Disclosing Party; (c) is disclosed to Receiving Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (d) Receiving Party can demonstrate was independently developed without reliance on any Confidential Information of the Disclosing Party, provided that if only part of any Confidential Information falls within one or more of the exceptions set out in this Section 4.2, the remaining part of the Confidential Information shall continue to be subject to the restrictions set forth in this Agreement.
- 4.3 Both parties agree that: (a) Receiving Party may use Confidential Information solely for the purposes of this Agreement; (b) Receiving Party shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the Disclosing Party to maintain the confidentiality of the Confidential Information; (c) Receiving Party shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard the confidentiality of Receiving Party's own confidential property; (d) Receiving Party shall not disclose the Confidential Information, or any part or parts thereof, except on a "need to know" basis to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth in this Agreement; and (e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, including but not limited to the California Public Records Act, provided, however, that Receiving Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure and further provided the Receiving Party shall otherwise continue to treat such Confidential Information in accordance with this Agreement. The Receiving Party's obligations shall also be applicable to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to the execution of this Agreement. The Receiving Party will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Disclosing Party within ten (10) days after the Disclosing Party's written request. Receiving Party agrees to undertake whatever action is reasonably necessary to remedy any breach of Receiving Party's confidentiality obligations or any other unauthorized disclosure or use of the Confidential Information by Receiving Party, its employees, its agents, or contractors. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other

rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

5. PROFESSIONAL SERVICES AND EDUCATIONAL SERVICES

- 5.1 **Professional Services and Educational Services.** We can provide You with Professional Services and Educational Services described in a SOW.
- 5.2 **Compensation of Informatica.** Each SOW shall contain the charges for the Professional Services or Educational Services ("Consulting Fees") and shall be provided on a time and materials basis unless otherwise specified. You will reimburse Us for reasonable travel and living expenses. We can charge a reasonable fee per consultant if the Professional Services or Educational Services are rescheduled less than three (3) business days prior to the scheduled date.
- 5.3 **Ownership.** The material delivered to You by Us contains pre-existing material developed by Us or our licensors. We own and retain all right, title and interest in all such pre-existing material. You have a non-exclusive, world-wide royalty- free license to use, copy and authorize others to use such pre-existing material (other than commercially available Informatica Products, documentation and Informatica training materials) solely as part of the project for which such material was delivered and in accordance with the terms of this Agreement. Except as otherwise expressly provided in this Agreement We grant no other license(s) to any of our intellectual property and no transfer of Our intellectual property is made hereunder.

6. WARRANTY

- 6.1 **Product Warranty:** We warrant that
- (a) The Cloud Services will be provided in a manner consistent with the applicable Documentation under normal use and circumstances for the Order Term.
 - (b) The Software will operate in conformity with the then current standard Documentation (except for minor defects or errors not material to the core functionality of the Software under normal use and circumstances) for a period of ninety (90) days from the date of initial delivery of the Software.

If the Product does not perform in accordance with the foregoing warranty during the Warranty Period, You must tell Us so in writing during the applicable warranty period and, assuming We can verify such nonconformity, We will use reasonable efforts to correct any deficiencies in the Product or replace it so that it will perform in accordance with the warranty. Your sole and exclusive remedy, and Our sole obligation in the event of nonconformity of the Product with the foregoing warranty will be the correction of the condition making it nonconforming.

Your obligation is to provide all information reasonably requested to enable Us to cure the nonconformity. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications, misapplication, or use of the Product that is otherwise materially inconsistent with the Documentation

- 6.2 **Professional Services and Educational Services.** We warrant that Professional Services and Educational Services will be provided in a professional manner. For a time and materials SOW, We warrant that the Professional Services and deliverables will substantially conform to the agreed upon specifications set forth in the SOW. If You notify us of a nonconformance within thirty (30) days after delivery of the services, then at no additional cost We will promptly re-perform any warranted Professional Services or Educational Services or re-deliver a non-conforming deliverable, which is Your sole remedy for breach of this warranty. A breach by either party of a SOW is not deemed to be a breach under any other SOW or this Agreement.
- 6.3 EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS AND SERVICES PROVIDED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION ALL INFORMATICA CONTENT, ARE PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY, AVAILABILITY, QUALITY, SUITABILITY, ACCURACY, COMPLETENESS, OR INTEROPERABILITY ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INFORMATICA AND ITS LICENSORS.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

- 7.1 If a third party sues You claiming that the Product infringes the third party's patent, copyright, or trade secret, then subject to the provisions below we will indemnify You and defend and hold You harmless from any fees, fines, costs, liens, judgments or expenses actually awarded or incurred arising from that third party claim. Our obligation to indemnify You is contingent on the following: (a) We must be given prompt written notice of and all available information about any such claim; (b) We have the right to control and direct the defense and any settlement of such claim provided however that no such settlement requires admission of wrongdoing or payment of damages on the part of You (and if You wish you can participate but not control the defense of the claim and have Your own Counsel); and (c) you reasonably cooperate with Informatica in such defense.
- 7.2 We won't indemnify You and we have no responsibility for any third party action that arises in any way out of any of the following: (a) any modification of the Products (b) Your failure to deploy updates to the Products as supplied by Us to customers current under Support Services; (c) the combination, operation, or use of the Products with non- Informatica programs, data or documentation, if such action would have been avoided by the use of the Products without such combination, operation or use; (d) any use of the Products that is not expressly permitted under this Agreement; (e) Your continued use of infringing Products after termination or after We supply modified or replacement non-infringing Products as contemplated under 7.3(a) below, or (f) materials developed by Us in accordance with Your instructions.

- 7.3 If We think that the Products are likely to or do become the subject of a claim of infringement, then We may at Our sole option and expense do one of the following: (a) modify the Products to be non-infringing while preserving substantially equivalent functionality; (b) obtain for You at Our expense a right to continue using the Products; or (c) terminate this Agreement and the rights granted hereunder, accept return of the Products and refund a pro rata portion of the applicable fee paid for that portion of the Products which is the subject of the claim. For perpetual licensed Software the refund will be based on a straight-line amortization over a five (5) year term beginning on the date of initial delivery of the Products. For Cloud Services and subscription Software, the refund will be the prepaid and unearned fees covering the remainder of the Order Term).
- 7.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFORMATICA, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE PRODUCT, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

8. TERM, TERMINATION; EFFECTS OF TERMINATION

- 8.1 Product Term. Unless otherwise stated in the Order, the Order Term for each Software subscription or Cloud Services is: (i) the time period specified in the applicable Order, commencing on the date of delivery or (ii) for Cloud Services provided on a transaction basis, the validity period for processing the transactions, and any renewal terms.
- 8.2 *Either party has the right to terminate this Agreement and any and/or all rights granted under this Agreement upon written notice to the other party if the other party: (a) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within thirty (30) days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.*
- 8.3 Immediately upon termination, all rights hereunder and rights to use shall terminate, and You must stop using the Products. Within five (5) days after termination You will de-install the Software and all copies and (a) return the Software and all copies or (b) destroy the Software and all copies, and certify in writing that they have been destroyed.
- 8.4 If you terminate the Agreement, You still must pay all fees which remain payable under an Order or SOW.
- 8.5 Sections 3, 4, 5.2, 5.3, 6.3, 7.2, 7.3, 7.4 and 8 through 10 shall survive termination of this Agreement.

9. LIMITATION OF LIABILITY

- 9.1 EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED AS A MATTER OF LAW, BREACH OF, OR INDEMNITY FOR INFRINGEMENT OF, INTELLECTUAL PROPERTY RIGHTS (A) IN NO EVENT WILL EITHER PARTY OR INFORMATICA'S LICENSORS OR RESELLERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) THE LIABILITY OF US AND OUR LICENSORS OR RESELLERS TO YOU ARISING FROM THIS AGREEMENT OR THE USE OF THE PRODUCTS, OR SERVICES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED TWELVE (12) MONTHS FEES PAID FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE APPLICABLE LIABILITY.
- 9.2 EACH PARTY ACKNOWLEDGES THAT THE FEES, EXCLUSIONS, DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE NEGOTIATED AND AGREED UPON ESSENTIAL COMPONENTS OF THIS AGREEMENT AND NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT SUCH WARRANTY DISCLAIMERS AND LIMITATIONS ON ITS LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE DISCLAIMERS AND LIMITATIONS ARE NOT UNCONSCIONABLE AND THESE DISCLAIMERS AND LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. GENERAL

- 10.1. Unless you notify us within ten days of acquiring the Product, We can include Your name in a public list of current customers who use Our products, provided that (a) Your name is not highlighted and does not stand out in comparison to the names of other customers; and (b) We don't make any representation or attribute any endorsements to You without prior written consent.
- 10.2. We will maintain insurance during the term of this Agreement in an amount satisfying applicable laws. Upon request, We will provide You with proof of all applicable insurance coverages.
- 10.3. A party is not liable for non-performance of obligations under this Agreement, if the non-performance is caused by events or conditions beyond that party's control, the party gives prompt notice and makes all reasonable efforts to perform. In no event will this provision affect a party's obligation to make payments under this Agreement.
- 10.4. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. We can assign, novate or otherwise transfer Our rights and obligations under this Agreement to an Affiliate or incorporate an Affiliate as a party to this Agreement or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Our assets or voting securities or for bona fide restructuring purposes. You can assign this Agreement with Our prior knowledge and consent.
- 10.5. This Agreement shall be governed by the laws of the State of California without regard to conflict of law provisions. In the event that either party brings an action, proceeding or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect all reasonable attorneys' fees and expenses incurred in connection therewith. The Parties acknowledge and agree that the Uniform Commercial Code is not applicable to transactions under this Agreement.

- 10.6. The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 10.7. If Customer is a branch or agency of the U.S. Government, use, duplication or disclosure of the Products is subject to the restrictions set forth in this Agreement except that this Agreement shall be governed by federal law. Any additional rights or changes desired by the U.S. Government shall be negotiated with Informatica consistent with Section 10.10.
- 10.8. Each party acknowledges its obligation to comply with all applicable laws, rules, statutes and regulations, including specifically but not limited to export laws including Bureau of Export Administration restrictions and anti-corruption legislation. Each party warrants that, to the best of its knowledge no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.
- 10.9. We are an independent contractor and Our personnel are not and shall not be considered employees or agents of Your company for any purpose whatsoever.
- 10.10. This Agreement, the applicable Order and/or SOW, the Product and Cloud Description Schedules, and any exhibits entered into the parties constitutes the entire agreement between the parties with respect to the Products and Services, which supersedes and replaces any prior or contemporaneous understandings, oral or written, and all other communications between the parties, including provisions in a Customer Purchase Order, and which may not be amended except by a writing signed by both parties. You acknowledge that You have not relied on the availability of any future version of the Products or any future product in executing this Agreement. This Agreement may be executed via electronic signature.