

**NAPA COUNTY AGREEMENT
NO. 240184B AMENDMENT
NO.1**

**PROFESSIONAL SERVICES
AGREEMENT**

THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 240184B is made and entered into as of this 7th day of May 2024, 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, whose business address is 5131 Post Road, Suite 220, Dublin, Ohio 43017, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, on the 28th day of November, 2023, COUNTY engaged CONTRACTOR in Agreement No. 240184B, as authorized by Government Code section 31000, in order for CONTRACTOR to provide the County with installation of an enterprise data management solution, consulting services to implement the software solution, and project management services to manage the implementation; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add to the scope of services in Exhibit “A”, and replace Exhibit “A” with Exhibit “A-1”;

WHEREAS, COUNTY AND CONTRACTOR wish to revise the cost breakdown in Exhibit “B”, and replace exhibit “B” with Exhibit “B-1”; and

WHEREAS, COUNTY and CONTRACTOR wish to repurpose the unused project travel budget of \$55,000 for extended post Go-Live support services of the MDM implementation;

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement in accordance with the terms and conditions set forth herein:

1. Paragraph 2 is hereby amended to read in full as follows:

Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A-1”, attached hereto. In the event of a conflict between this Agreement and Exhibit “A-1”, the terms of this Agreement shall prevail, unless Exhibit “A-1” expressly references the specific provision in this Agreement to be modified by Exhibit “A-1”. 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.

2. Paragraph 3 is hereby amended to read in full as follows:

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".
3. On and after the effective date of this Amendment No. 1 of the Agreement, all references in the Agreement to Exhibit "A" and Exhibit "B" shall mean Exhibit "A-1" and Exhibit "B-1" respectively, as attached to Amendment No. 1.

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 Matthew Wienke
939EA09215204FD...
Matthew Wienke, President

DocuSigned by:
By Mark Thompson
D9884080F5F34F5...
Mark Thompson, Chief Operating Officer

"CONTRACTOR"

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

By _____
JOELLE GALLAGHER, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>April 24, 2024</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>
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EXHIBIT “A-1”

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. “Phone-a-Friend” Support

- i. **Infoverity will support Napa County resources on an as need basis.**

b. Knowledge Transfer

- i. **Infoverity will facilitate knowledge transfer sessions with Napa County resources on an as need basis.**

c. Project Coordination

- i. **Infoverity will participate in virtual meetings to discuss future work and/or report on existing work as needed.**

d. 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.

e. 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.
- f. **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.
- g. **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. CNet
 - 2. HMIS
 - 3. Credible
- h. **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
- i. **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.
- j. **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.
- k. **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.
- m. **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.
- n. **User Groups & Security** - Configuration of up to three user groups with associated permissions for viewing, authoring, maintaining, and approving of Person information
- o. **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
- p. **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
- q. **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.
- r. **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

- Documentation Access** - Provide access to necessary business, process and functional documentation related to the project in a timely manner.
- 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.
- Test Data** - Provide or create data for testing cycles
- DEV Environment Infrastructure** - Configure and install Informatica Secure Agent in DEV environment and provide Infoverity team access by end of Week 1
- QA Environment Infrastructure** - Configure and install Informatica Secure Agent in QA environment and provide Infoverity team access by end of Week 4

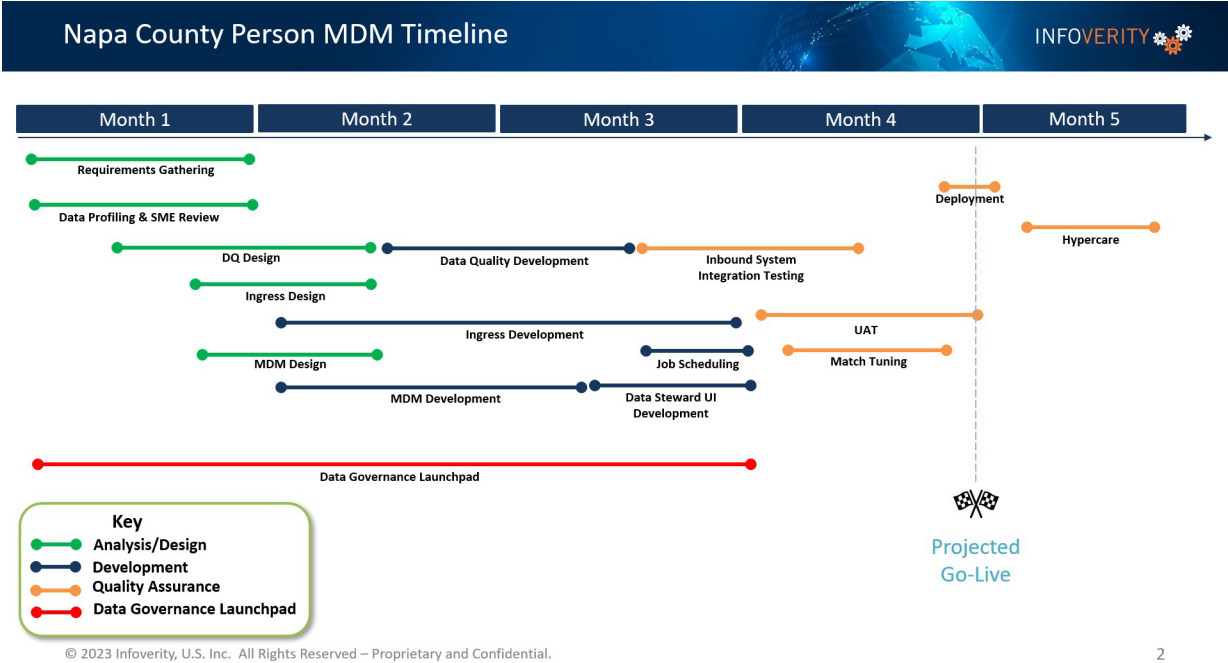
6. **PRD Environment Infrastructure** - Configure and install Informatica Secure Agent in PROD environment and provide Infoverity team access by end of Week 6
7. **Office Space** - If necessary, make available for the project team the necessary office space; office resources such as desks, chairs, conference 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 6, 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. Napa County will be responsible for requesting Infoverity support when needed.
- b. Napa County will request support at least 3 business days prior to needing Infoverity's engagement.
- c. Napa County will be responsible for all post go-live enhancement build activities; Infoverity will not be "hands-on-keyboard".
- d. Infoverity will provide assistance, guidance and advisory on topics pre-defined by Napa County.
- e. Client fulfilling its responsibilities as outlined in this SOW;
- f. 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
- g. Client will provide necessary Client resources to provide subject matter expertise on current state architecture and systems.
- h. Personal identifiable information (PII) such as SSN will be hashed by Client before transmitting to Infoverity.
- i. All deliverables will be provided in the standard Infoverity templates.

- j. All Inforeverity employees will abide by the Planned Time Off (PTO) policies as defined by Inforeverity. Inforeverity resources will mark their PTO on their calendars and provide advance notice, where possible, to Client.
- k. Deliverables that are listed in the project stages section 3 of this SOW will be the responsibility of Inforeverity to complete and submit to Client for approval. Any additional project Deliverables are assumed to either be the co-responsibility of both Client and Inforeverity, or the responsibility of Client to complete.
- l. A total of three (3) Informatica environments will be utilized (development, UAT, and production)
- m. Record counts for in-scope applications adhere to licensing procured by vendor with Informatica licensing agreement per Informatica environment (Non-Prod vs Production).
- n. Client has procured the necessary connector licensing from Informatica for source specific connections
- o. Client has approximately 300,001 unconsolidated Person records
- p. One Person domain will be implemented and configured during this engagement
- q. 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
- r. Client will complete software training through Informatica University
- s. 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.
- t. One hierarchy is assumed to be in-scope within this phase of work
- u. 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-1”**COMPENSATION AND EXPENSE REIMBURSEMENT****Professional Fees and Expenses**

Below is the Original 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
October 31, 2023	\$137,410
November 30, 2023	\$137,410
December 31, 2023	\$137,410
January 31, 2024	\$137,410
	<u>\$549,640</u>

Budget

There is an additional budget of \$55,000 based on the updated project scope and schedule. Infoverity will charge a fixed hourly bill rate of \$250 per hour per resource. This allows for a total of 220 hours of work to be performed by Infoverity resources. Infoverity will invoice the client on a monthly time & materials basis. Napa County will only be charged for actual hours worked by Infoverity consultants. Invoices will be submitted to the client at the end of each month. If no hours are used in a given month, no invoice will be produced.

New Budget Summary

- Original AGREEMENT budget: \$ 549,640.00
- Requested amount for Change Request: \$ 55,000.00
- Updated total budget including the Change Request: **\$ 604,640.00**

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. Throughout the project, Client and Consultant will work together to plan the onsite and offsite schedule in an effort to manage the expense budget. Any Consultant travel expenses that are required 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.

Completion Criteria

Unless both parties mutually agree to further amend this agreement, Infoverity's obligations will be considered fulfilled and this contract will be terminated once one of the following two conditions are true:

- The budget of \$55,000 has been exhausted
- The date has surpassed 08/30/2024

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

EXHIBIT "D"

Napa County Agreement No.: 240185B

LICENSE ORDER AGREEMENT

INFOVERITY U.S., INC.

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

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

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

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

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

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

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

TERMS: FTIN: 45-2426631
Shipping Point FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approval Credit)
DUNS No: 059717045
Sales Tax May Apply

QUOTE NO: 40875263
QUOTE DATE: 10/23/2023
QUOTE EXPIRES: 11/30/2023
RFO NO: RFS052301
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	MOM Saas- Customer 360- Custom 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.	\$67,596.65	OM 1	\$67,596.65
YEAR 1 SUBTOTAL:					\$338,622.88
YEAR 2					
8	0000036364-0000	MOM Saas- Customer 360- Customer B2C Unconsolidated Records - NYWI & 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.	\$67,596.65	OM 1	\$67,596.65
YEAR 2 SUBTOTAL:					\$338,622.88
YEAR 3					
15	0000036364-0000	MOM 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

PRICE QUOTATION

21	0000035710-0000	Signature for Subscription Informatica, Inc.	\$67,596.65	OM	\$67,596.85
YEAR 3 SUBTOTAL:					\$338,622.68
SUBTOTAL:					\$1,015,868.63
TOTAL PRICE:					\$1,015,868.63
TOTAL QUOTE:					\$1,015,168.63

Pricing and terms subject to change.

Special Remarks

For this Order My, Sub-section 4.3(e) of the Informatica License and Services Agreement at <https://www.informatica.com/legal/informatica-licensing-services-agreement.html> is modified as follows: (e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required 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 the Agreement.

COUNTY shall make three (3) equal payments of \$338,622.66 (plus applicable taxes, if any) with the first such payment being due within thirty (30) days of receipt of Verity's Invoice which invoice shall be issued following execution of this Order. Informatica shall issue a subsequent invoice accordingly thereafter, and payment shall be due within thirty (30) days of receipt of such invoice.

All fees are non-refundable, non-transferable 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 ("LSA") at <https://www.informatica.com/legal/informatica-licensing-services-agreement.html> or its substantially equivalent terms; (ii) the applicable Cloud and Product Description Schedule at <https://www.informatica.com/content/dam/informatica-com/docs/informatica-cloud-and-product-description-schedule.pdf>; (iii) the current Informatica Customer Support Guide available at <https://network.informatica.com/docs/DOC-1015>; 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/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-cancelable obligation on COUNTY's part to pay the total fee specified above. Users may choose 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, install 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.

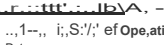
Renewals are expected assuming the same deal level of Products and Services as during the prior term and may be requested if the term or level of Products or Services are reduced.

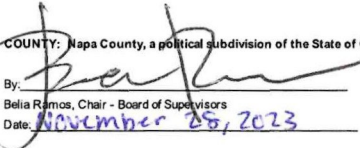
Informatica will provide the offerings and documentation by electronic transfer.

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

CONTRACTOR: Informatica U.S., Inc.:


Matthew W. Hester (11/4/2023)
Title:


Matthew W. Hester, Chief Operating Officer 10 / 30 / 2023
Date:

COUNTY: Napa County, a political subdivision of the State of California
By: 
Belia Ramos, Chair - Board of Supervisors
Date: November 28, 2023

APPROVED AS TO FORM - Office of County Counsel


Deputy County Counsel (Deputy)
Date: October 30, 2023

PL No 102800

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS



ATTEST: NEHA HOSKINS, CLERK OF THE BOARD OF SUPERVISORS


Date: 11/14/23

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.