

Agreement No. 2700228

DFM ASSOCIATES

RIIMS MASTER AGREEMENT

NAPA COUNTY

THIS RIIMS MASTER AGREEMENT (“Agreement”) is made and entered into as of _____, 2026 by and between DFM ASSOCIATES, a California corporation (“DFM”), 10 Chrysler Irvine, California 92618 and NAPA COUNTY, a political subdivision of the State of California (“County”).

RECITALS

A. DFM is willing to do any or all of the following at the request of the County:

- (1) To purchase and resell Computer Hardware to the County;
- (2) To lease or license DFM Software to the County;
- (3) To lease or sublicense Third Party Software to the County; and/or
- (4) To provide Consulting Services to the County.

B. The purpose of this Agreement is to generally describe the various products and services DFM is willing to provide to the County if and when the County chooses to utilize them, and to establish the basic contractual terms and conditions under which those products and/or services will be provided, subject to additional terms and provisions set forth in a separate Addendum which will specify the product or service and the particular terms and provisions applicable thereto. The separate Addendum will become a part of this Agreement, if and when it has been signed on behalf of both the County and DFM. Neither DFM nor the County is obligated to the other regarding any of the products or services generally described herein unless and until, and then only to the extent that, the specific product or service is identified on a separate Addendum attached hereto and signed on behalf of both parties.

TERMS AND CONDITIONS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following definitions, which incorporate by reference the standard definitions of the computer industry established by trade usage or custom to the extent such standard definitions do not contradict specific definitions set forth herein:

Addendum/Addenda refers to any addendum signed by the parties hereto at any time or from time to time referring to this Agreement which specifically identifies the product or service to be provided by DFM to the County and the price, payment terms and other applicable information related thereto.

Computer Hardware refers to any computer, whether a main frame, mini-computer, personal computer or file server, and related computer peripheral equipment and accessories.

Computer Hardware Vendor refers to the corporation or other entity which manufactures or supplies the Computer Hardware.

Consulting Services refers to any or all of the services which DFM is capable of and willing to provide to the County, including consultation with the County regarding its data processing and information systems.

DFM Software refers to and includes any or all software systems developed by DFM which DFM is willing to provide to the County.

File Maintenance refers to the ability to update a data base.

Initial Installation Fee refers to the fee to be paid by the County to DFM for the initial installation of any Specified DFM Software and/or any Specified Computer Hardware.

Lease Term refers to the term of the lease between the County and DFM regarding the County's right to use any DFM Software and/or to utilize any Consulting Services. The initial Lease Term will be set forth on the Addendum.

Manuals refers to any documents, reports, instructions or writings, and any annotations thereto, that explain or depict, generally or in detail, any aspect of any particular DFM Software, including but not limited to, all procedures and workings thereof, and the Manuals may be on any format, including hard copy, on disk or on CD-ROM or any other media.

Monthly Fee refers to the monthly charge by DFM to the County for the right of the County to use any Specified DFM Software or to utilize any Specified Consulting Service.

Programs refers to all programs, sets of instructions and statements to be used directly or indirectly on the Computer Hardware to facilitate, directly or indirectly, the use(s), maintenance or enhancement of any particular DFM Software.

Software Enhancement refers to the addition of a new DFM Software Subsystem or the revision of any existing Subsystem for any particular DFM Software.

Software Maintenance refers to the maintenance of the Programs and the resolution of any problems with respect to any Programs concerning internal coding and operation thereof. The term Software Maintenance is meant to include those modifications, additions and revisions of any particular DFM Software mandated by new legislative enactments.

Software Release refers to the most recent revision of any particular DFM Software.

Specified Consulting Service refers to any particular Consulting Service identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified DFM Software refers to any particular DFM Software identified on an Addendum attached hereto and signed on behalf of the County and DFM.

Specified Operating System Software refers to the operating system software provided by a third party vendor for the Computer Hardware used by the County on which the Specified DFM Software will operate.

Subsystem refers to any portion of any particular DFM Software which is related to a specific functional area within the department of the County which is using the Specified DFM Software pursuant to this Agreement.

Third Party Software refers to any software, the rights of which are owned or held by an corporation or entity other than DFM.

Third Party Software Vendor refers to any corporation or other entity which has authorized DFM as a reseller or grants DFM the right to use and/or sublicense its software or which licenses the County directly to use its software.

ARTICLE 2.
NOT USED

ARTICLE 3.
RIGHT TO USE DFM SOFTWARE

All of the following provisions of this Article 3 shall apply to the lease of any Specified DFM Software by the County from DFM unless expressly modified or supplemented by the DFM Software Addendum.

3.1 DFM Software Addendum. DFM agrees to lease to the County, on a non-exclusive basis, the DFM Software identified on a DFM Software Addendum. The Specified DFM Software and all prices and payment terms with respect thereto shall be set forth on the DFM Software Addendum except to the extent any such provisions are covered by Article 3 or elsewhere in this Agreement. The County shall have no right to use any DFM Software unless and until the DFM Software Addendum has been signed on behalf of the County and DFM, and then, in such event, the County's rights are limited to the use and/or lease of the Specified DFM Software on the terms set forth herein and therein. The County's rights to use any Specified DFM Software are governed and restricted by the terms of this Agreement.

3.2 Installation of the Specified DFM Software. On or before the installation date set forth on the DFM Software Addendum, or as agreed to by the parties, DFM shall install the DFM Software. The DFM Software shall be deemed to have been installed when the County is able to perform the acceptance test set forth in the DFM Software Addendum.

3.3 Initial Installation Fee. The initial installation fee for any Specified DFM Software will be set forth on the DFM Software Addendum. The County agrees to pay the initial installation fee to DFM upon installation of the Specified DFM Software.

3.4 Monthly Fee. The initial Monthly Fee for the right to use any Specified DFM Software will be set forth on the DFM Software Addendum applicable thereto. As consideration for the non-exclusive right to use the Specified DFM Software, the County agrees to pay DFM the Monthly Fee within thirty (30) days after receipt of a correct invoice. Unless otherwise provided on the DFM Software Addendum, the Monthly Fee for the first full month of any Lease Term shall be paid at the time any Specified DFM Software has been installed. If any rental payment date falls on a day of the month other

than the first day of such month, or if any rental payment is for a period which is shorter than one month, the rental for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the Lease Term at a rate per day which is equal to one-thirtieth (1/30) of the then current Monthly Fee.

3.5 Right to Use the Specified DFM Software. DFM grants to the County the nonexclusive right to lease and use the Specified DFM Software on the terms and subject to the conditions set forth in this Agreement. The County's right to use and lease any Specified DFM Software specifically excludes the right to sublicense, assign, sublease or otherwise transfer the Specified DFM Software and/or any of the County's rights hereunder or therein.

3.6 DFM Software Releases. DFM shall provide the County with all Software Releases for the Specified DFM Software within one hundred twenty (120) days after the new Software Release becomes generally available to other DFM customers. The cost of the Software Releases is included in the Monthly Fee. Installation of the DFM Software Releases will be coordinated by DFM and a designated representative of the County.

3.7 Authorized Maintenance. All Software Maintenance, Software Enhancements and Software Releases shall be provided and installed by employees or authorized agents of DFM.

3.8 Manuals. DFM agrees to provide the County with two (2) sets of Manuals with respect to each Specified DFM Software. The cost of the two (2) sets of Manuals is included in the Initial Installation Fee.

3.9 Post Installation Services. DFM agrees to provide the County with post-installation services as follows:

(a) DFM agrees to provide maintenance of the Specified DFM Software to correct program errors and to use good faith reasonable efforts to correct compatibility problems among such Computer Hardware, Specified DFM Third Party Software and the Specified DFM Software, the cost of which is included in the Monthly Fee for such Specified DFM Software; and

(b) DFM agrees to provide Software Releases covering applicable legislative changes and enactment of new laws applicable to such Specified DFM Software, the cost of which is included in the Monthly Fee. Such releases shall be provided no later than 30 days after the effective date of regularly enacted legislation or no later than 90 days from the effective date of urgency legislation.

3.10 Training. DFM agrees to provide the County with the following training services with respect to any Specified DFM Software:

(a) DFM will establish, with the help of a designated representative of the County, which users will participate in training and on which subsystems.

(b) DFM will develop a training schedule with sufficient training to allow the department or agency of the County which will have primary responsibility for using the Specified DFM Software to operate it.

(c) DFM will conduct the actual training sessions, including “hands on” and formal classroom training, with the initial training to be on-site at the County’s facilities.

User training costs for any Specified DFM Software are included in the Initial Installation Fee and the Monthly Fee. There are no additional costs for training. As subsystems of any Specified DFM Software are enhanced or changed to conform to new requirement, users will be provided training with respect thereto on an on-going basis. Training with respect to enhanced or changed subsystems can be on-site or regional, depending on the material and individual needs of the users.

3.11 Security Covenants by DFM. DFM and its employees will cooperate with County to ensure that installation and maintenance of DFM software, and DFM’s performance of all DFM obligations pursuant to this agreement, takes place securely and in a manner that does not impair the functionality and security of County facilities, networks, systems and data. DFM and its employees shall take no action that compromises the functionality and security of County facilities, networks, systems, or data and shall take all steps reasonably necessary to protect and maintain the functionality and security of County facilities, networks, systems, and data.

3.12 Limitation on DFM’s Obligations. Notwithstanding any other provision of this Agreement to the contrary, DFM has no duty or obligation to perform any Software Maintenance or to provide the County with any Software Enhancements or Releases, or to provide any training to the County with respect to any Specified DFM Software if the County fails or refuses to utilize the most current revision of the Specified Operating System Software required by DFM; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County’s user group regarding the scheduling of such changes.

ARTICLE 4.
NOT USED

ARTICLE 5.
OBLIGATIONS AND RESPONSIBILITIES OF THE COUNTY

5.1 Access to Facilities. The County shall provide DFM and its employees and authorized agents access to the County's facilities, including the Computer Hardware, and shall provide them with adequate facilities (including a desk, work area and computer), to enable DFM to perform its obligations under this Agreement in an effective, efficient and professional manner. Access shall be provided during the County's usual business hours upon reasonable prior notice except in the case of an emergency when access shall be provided as soon as is reasonably practicable. DFM shall be responsible for any damages caused by DFM personnel as a result of having access to County's facilities.

5.2 Commercial Access. The County shall limit the commercial access to or use of any Specified DFM Software without the prior written approval of DFM, which approval may be conditioned by DFM upon receipt of an acceptable sublicense agreement between the County and the proposed commercial user and the payment to DFM by the County of a reasonable additional license and/or use fee with respect thereto. The County's obligation to limit commercial access or use is expressly restricted to those situations in which the County has actual knowledge of such commercial access or use and the County is not expressly precluded or prohibited by law from enforcing the provisions of this Section 5.2. For purposes hereof, the term "commercial access" means any access to or use of any Specified DFM Software other than (i) by the County for its own internal use in order to fulfill its duties, or (ii) by any person for its non-commercial private use; and "non-commercial private use" means any use or access by such person who is physically present at any County premises for which no consideration is paid, charged or received by the County. It is contemplated that a business which sells or uses the County's Data (as that term is defined in Section 5.4 below) in a commercial enterprise, such as a title company, can be included in the exception described in clause (ii) above to the extent it is physically present at the County's facilities when it is accessing or using the Specified DFM Software to examine the County's Data and/or to update its own data base. The term "physically present" is meant in its literal sense and it is not intended to cover or include off-site access of any kind, including without limitation, off-site access using modems and other communications equipment.

5.3 Specified Operating System Software. The County shall be solely responsible for, and shall pay all costs and expenses associated with, the purchase or license of, and the installation and maintenance of, the appropriate version of the Specified Operating System Software required by DFM at any time or from time to time. The County

acknowledges and understands that upgrading of Computer Hardware and of the Specified Operating System Software and any other applications software used in conjunction with the DFM Software will be required from time to time; provided, however, in any event, DFM shall give the County at least one-hundred twenty (120) days prior written notice of the need to upgrade or replace the version of the Specified Operating System Software which the County is then using, and DFM shall consult with the County's user group regarding the scheduling of such changes.

5.4 Responsibility for the County's Data. At all times during the term of this Agreement, the County shall retain all ownership rights in the County's Data (as that term is defined below). In addition, notwithstanding any use by the County of any DFM Software in connection therewith, the County shall be solely responsible and accountable for the accuracy and completeness of, all data and information stored by it in any database in any format (hereafter referred to as the "County's Data"), and for any use, publication or other dissemination of the County's Data. If the County uses, publishes or otherwise disseminates, or otherwise allows any access to, any portion of the County's Data, whether before or after it has been manipulated by the DFM Software, and whether or not it is a commercial or non-commercial use, by doing so the County is representing to DFM that it has accepted, ratified and approved the accuracy and completeness of the County's Data and accepts full responsibility for it. The County hereby agrees to indemnify, defend, protect and hold DFM harmless from and against any claims, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and costs, which DFM may incur or suffer arising out of the accuracy or inaccuracy of (which includes omissions to) the County's Data, including, without limitation, claims of any third party who accesses the County's Data using the DFM Software.

ARTICLE 6. PROPRIETARY ASPECTS OF THE DFM SOFTWARE; CONFIDENTIALITY COVENANTS

6.1 Protection of Confidentiality of DFM Software. DFM has taken reasonable security measures to protect the secrecy and confidentiality of the DFM Software. All employees of DFM and other persons who have designed, developed or programmed all or any portion of the DFM Software, or any software included therein, or who otherwise have knowledge of or access thereto, have been adequately notified that the DFM Software is proprietary to DFM and is not to be divulged, used or exploited except as expressly authorized by DFM in writing.

6.2 Confidentiality Covenants of the County. The County acknowledges and agrees that the DFM Software, and all constituent parts thereof, is valuable only as long as it remains secret and confidential. Accordingly, the County agrees to take all steps

reasonably necessary to protect and maintain the confidentiality of all DFM Software and to prevent it from entering the public domain or falling into the hands of others not bound by this Agreement. In furtherance hereof, the County agrees as follows:

(a) The County shall use its good faith reasonable efforts to restrict access to any Computer Hardware running or capable of accessing the DFM Software, and to the DFM Software itself, to prevent unauthorized personnel from acquiring significant or confidential information concerning the DFM Software.

(b) To the extent reasonably practicable, the County shall require all persons who will have access to any DFM Software, to sign on an annual basis a confidentiality agreement, in a form provided by DFM which is acceptable to the County.

(c) The County shall not duplicate or reproduce (except to the extent reasonably required to back-up the Specified DFM Software in the ordinary course of business), in any manner, any DFM Software, or any component or constituent parts thereof, and agrees not to disseminate, display or use any DFM Software, or any component or constituent parts thereof, of any information or material concerning any DFM Software, except as is reasonably necessary for the County to perform its functions using any Specified DFM Software and to comply with the terms of this Agreement.

(d) The County shall notify DFM immediately of any and all unauthorized disclosures, or any suspected unauthorized disclosures of any DFM Software.

6.3 Binding Effect. Notwithstanding the fact that certain employees, agents, contractors, subcontractors or licensees of the County are not parties to this Agreement, the terms and provisions of this Article 6 shall be binding upon the County and all of its officers, employees, agents, contractors, subcontractors and licensees.

6.4 Discovery of Specified DFM Software by Legal Process. If at any time, a party to any litigation involving the processes, function or departments of the County which uses any Specified DFM Software, seeks by way of litigation or legal process to discover information in any way related to any Specified DFM Software, or requires the production of any Specified DFM Software, or any component or constituent part thereof, the County shall promptly notify DFM of such matter as soon as the complaint, subpoena or discovery request has been served on the County or its lawyers, but in no event later than ten (10) days after service thereof. Prior to the time specified in the legal document, court order, subpoena or moving papers for the disclosure of information relating to, or the delivery of all or any portion of any Specified DFM Software, the County shall cooperate with DFM so as to maintain, to the maximum extent reasonably practicable and permitted by law, the confidentiality and secrecy of all Specified DFM Software and to request, if requested by DFM, a protective order of the court or legal forum to avoid further disclosure or

divulgence of any matters relating to any Specified DFM Software and to assure the continued protection of the confidentiality thereof. However, such action is to occur only in the event that DFM is unable to make timely intervention into said legal action or proceeding. DFM shall reimburse the County for all reasonable legal fees and expenses which it incurs resulting from actions it has taken pursuant to this Section.

6.5 Confidentiality of County Data. Confidential information is defined as all information disclosed to DFM which relates to County's past, present, and future activities, as well as activities under this Agreement. DFM shall hold all such information as DFM may receive, if any, in trust and confidence, except with the prior written approval of County, expressed through its Recorder-Clerk. Upon cancellation or expiration of this Agreement, DFM shall return to County all written and descriptive matter which contains any such confidential information, except that DFM may retain for its files a copy of DFM's work product if such product has been made available to the public by County.

ARTICLE 7. WARRANTIES AND LIMITATIONS

7.1 Limited Warranty - Specified DFM Software. DFM warrants, for the sole benefit of the County and no other person or entity, that the Specified DFM Software shall be capable of performing the core functions set forth on the DFM Software Addendum related thereto, subject to the limitations set forth in Section 7.2 below and on the Specified DFM Software Addendum. This is DFM's sole express warranty with respect to any Specified DFM Software. Any claim by the County against DFM for breach of its express warranty must be in writing and must be promptly delivered by the County to DFM. In the event of any breach of DFM's express warranty, the County's sole and exclusive remedy against DFM, and DFM's sole and exclusive liability to the County, shall be that DFM, at its sole cost and expense, shall exercise good faith (for all purposes of this Agreement, the term "good faith" shall have the same meaning as that term is defined and used in California Commercial Code Section 2103(1)(b)) reasonable efforts to provide adequate programming services to correct such inherent defect, as DFM and the County deem necessary or appropriate. Warranty service performed in accordance with this Section shall be performed during normal weekday business hours, excluding DFM holidays. With respect to any reported errors that result or will result in significant interruption of the County's productivity or down time ("Business Impacting Failures"), DFM shall use its best efforts to begin error correction procedures within twenty-four (24) hours after receipt of such report. With respect to any reported errors that do not constitute Business Impacting Failures, DFM shall use its good faith reasonable efforts to begin error correction procedures no later than seventy-two (72) hours after receipt of such report. DFM's sole and exclusive obligation under the foregoing warranty shall be to exercise its good faith reasonable efforts to implement appropriate error corrections in response to notices from the County of such errors.

7.2 Warranty Limitations Specified DFM Software. Notwithstanding the warranty provisions set forth in Section 7.1 above, all of DFM's obligations with respect to such warranties shall be contingent upon the County's use of the Specified DFM Software in accordance with this Agreement and in accordance with instructions provided by DFM from time to time, including those set forth in the Manuals, as the same may be amended, supplemented or modified from time to time. DFM shall have no warranty obligation:

(a) With respect to any portion of the Specified DFM Software which has been:

(i) Operated by the County or its employees, agents, contractors, subcontractors or licensees in a manner inconsistent with the requirements set forth in the Manuals or elsewhere, or that has been modified by any party other than DFM;

(ii) Damaged in any manner by any cause other than any act or omission of DFM;

(iii) Operated or maintained in environmental conditions outside the parameters designated by DFM in the Manuals or elsewhere;

(iv) Subjected to extreme power surges or electromagnetic field(s);

(v) Reinstalled without the prior written consent of DFM; or

(vi) Determined by DFM to have an error or defect, which fact is conveyed to the County together with supplemental instructions on how to avoid or circumvent the error or defect, and the County fails or refuses to follow the supplemental instructions.

(b) As a result of or in any way connected with any error or defect in the Specified Operating System Software and/or any application software provided by any Third Party Software Vendor; provided, however, in such event, DFM will use its good faith reasonable efforts to resolve the problem to the extent that a resolution is reasonably available by reprogramming the DFM Software;

(c) As a result of or in any way connected with the County's failure or refusal to use the Specified Operating System Software or to upgrade its Computer Hardware as requested by DFM; or

(d) As a result of or in any connected with any of the County's Data.

7.3 Disclaimer of Warranties Specified DFM Software. DFM DOES NOT REPRESENT OR WARRANT THAT THE SPECIFIED DFM SOFTWARE WILL BE FREE FROM

ERRORS OR THAT ALL ERRORS IN ANY SPECIFIED DFM SOFTWARE WILL BE CORRECTED. THE WARRANTY STATED IN SECTION 7.1 IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY DFM. THERE ARE NO OTHER WARRANTIES RESPECTING THE SPECIFIED DFM SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7.

7.4 Limitation on Liability and Remedy Specified DFM Software. THE COUNTY ACKNOWLEDGES THE COMPLEXITY AND INTERRELATIONSHIPS OF EACH OF THE COMPONENT AND CONSTITUENT PARTS COMPRISING ANY SPECIFIED DFM SOFTWARE. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT THE MONTHLY FEE WHICH DFM IS CHARGING FOR ANY SPECIFIED DFM SOFTWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF ANY SPECIFIED DFM SOFTWARE. ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING, LEASING OR USE OF ANY SPECIFIED DFM SOFTWARE; PROVIDED HOWEVER THAT DFM SHALL BE RESPONSIBLE FOR SUCH INCIDENTAL (BUT NOT CONSEQUENTIAL) COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS AS SET FORTH IN ARTICLE 8 BELOW.

7.5 Warranty and Limitations Computer Hardware. ALL ITEMS OF TANGIBLE PERSONAL PROPERTY, INCLUDING ANY COMPUTER HARDWARE WHICH ARE RESOLD BY DFM TO THE COUNTY, ARE SOLD "AS IS" AND "WITH ALL FAULTS"; PROVIDED, HOWEVER, DFM HEREBY ASSIGNS TO THE COUNTY ALL OF ITS RIGHTS UNDER ANY WARRANTIES IT RECEIVES FROM THE COMPUTER HARDWARE VENDOR. DFM MAKES NO REPRESENTATION OR WARRANTY AS TO THE TYPE, NATURE OR KIND OF WARRANTY, IF ANY, FROM THE COMPUTER HARDWARE VENDOR. EXCEPT AS SET FORTH IN THIS SECTION 7.5, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR OBLIGATIONS OF DFM WITH RESPECT TO THE COMPUTER HARDWARE AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF DFM HAS BEEN INFORMED OR IS OTHERWISE MADE AWARE OF SUCH PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. NO AGENT OF DFM IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DFM SET FORTH IN THIS ARTICLE 7. THE COUNTY FURTHER ACKNOWLEDGES AND AGREES THAT ANY MARK-UP OR COMMISSION WHICH DFM RECEIVES IN CONNECTION WITH THE SALE OF THE COMPUTER HARDWARE DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY DFM OF THE RISK OF THE COUNTY'S INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH THE COUNTY'S USE OF THE COMPUTER HARDWARE.

ACCORDINGLY, THE COUNTY AGREES THAT DFM SHALL NOT BE RESPONSIBLE TO THE COUNTY, OR ANY DEPARTMENT, AGENCY OR SUBDIVISION THEREOF, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PURCHASE OR USE OF ANY COMPUTER HARDWARE.

ARTICLE 8.
HOLD HARMLESS _ COPYRIGHTS, PATENTS AND LICENSES

8.1 Indemnification by DFM. DFM, at its own expense, shall indemnify, defend, protect and hold the County harmless against any claim which may be brought against the County or its officers, agents or employees, to the extent that it is based on a claim that the County's use of the Specified DFM Software pursuant to this Agreement, or any of its components or constituent parts leased or licensed hereunder, infringes any patent, copyright, license or trade secret of any third party, and in such event, DFM shall pay all of those costs and damages, including expenses and reasonable attorneys' fees, finally awarded against the County or any of its officers, agents or employees attributable to such claim. Control of the defense, including all negotiations and discussions regarding compromise and settlement, shall be vested in DFM, but shall be with the advice and consent of the County. The obligations of DFM set forth in this Section are conditional upon compliance by the County with all of the provisions set forth in Sections 8.2 through 8.4 below.

8.2 Notice of Claims. The County covenants and agrees to provide DFM with written notice of any actual, threatened or potential infringement claim within thirty (30) days of notice thereof by or to the County.

8.3 Remedial Action. If, in the opinion of DFM, the Specified DFM Software or any of its components leased to the County is likely to or has become the subject of a claim of infringement of patents, copyrights, licenses or trade secrets of any third party, then, without diminishing DFM's obligations to satisfy the final award, DFM may, at its option and expense, either (i) obtain the right for the County to continue to use the Specified DFM Software and its components leased hereunder, or (ii) substitute for the allegedly infringing components other equally suitable components mutually satisfactory to the County and DFM.

8.4 Not Used.

ARTICLE 8B
HOLD HARMLESS IN GENERAL AND INSURANCE

8B.1 Hold Harmless/Defense/Indemnification. To the full extent permitted by law; DFM and County shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this Agreement. 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.

8B.2 Insurance. DFM 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, DFM shall provide workers' compensation insurance for the performance of any of DFM's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident of bodily injury or disease, all with a waiver of subrogation. DFM shall provide County with certification of all such coverages upon request by County's Risk Manager.

(b) Liability insurance. DFM 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:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) 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 DFM or any officer, agent, or employee of DFM under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Comprehensive Automobile Liability Insurance. Each party shall obtain and maintain in full force and effect during the term of this Agreement a comprehensive automobile liability insurance policy (Bodily Injury and Property Damage) on owned,

hired, leased and non-owned vehicles used in conjunction with that party's activities under this Agreement 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 DFM owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph 8B2.b.1, above. If DFM or its employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, DFM shall provide evidence of personal auto liability coverage for each such person upon request.

3. Cyber Liability Insurance. DFM shall maintain Cyber liability insurance, with limits not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence or claim, TWO MILLION DOLLARS (\$2,000,000). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by DFM in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(c) Certificates. All insurance coverages referenced in subsection (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 DFM with the Recorder-Clerk prior to commencement of performance of any of DFM's duties; 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. For the commercial general liability insurance coverage referenced above and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in subsection (b)(2) above DFM 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, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of DFM 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 DFM 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. Upon request of County's Risk Manager, DFM 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 DFM 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 DFM shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

ARTICLE 9. TERM

The Lease Term for any Specified DFM Software or any Specified Consulting Service shall be set forth on the Addendum applicable thereto.

ARTICLE 10. RIGHT TO TERMINATE OR SUSPEND PERFORMANCE; BREACHES

10.1 Non-Appropriation of Funds. The continuation of this Agreement, as it relates to any Specified Consulting Service or to any Specified DFM Software after June 30th of the County's fiscal year, is subject to appropriation by the County's Board of Supervisors for the necessary funding hereof. In the event of non-appropriation of funds for the Monthly Fee, or any other consideration payable to DFM hereunder, this Agreement will automatically and immediately terminate on June 30th of the then-current County fiscal year end as to any Specified Consulting Service and the Specified DFM Software for which no appropriation was approved. However, in no event shall this Agreement be terminated, as provided in this Section, for the purpose of replacing any Specified

Consulting Service and/or any Specified DFM Software. Any attempt by the County to replace any Specified Consulting Service and/or any Specified DFM Software prior to the expiration of the term set forth in the Addendum applicable thereto, shall be deemed to be a material breach by the County of this Agreement and the damages to which DFM will be entitled as a result thereof shall assume, for these purposes, that the County had fully appropriated all funds for the particular Consulting Service and/or the Specified DFM Software for the full term set forth in the Addenda related thereto. Any permissible termination of this Agreement pursuant to this Section shall not relieve the County of its obligations set forth in Article 6 above.

10.2 County Breaches. For purposes of this Agreement, the term “County Breach” or “County Breaches” means any one or more of the following events, acts or occurrences:

(a) Any breach by the County, or any of its officers, employees, agents, contractors, subcontractors or licensees, of any of the provisions of Article 6; provided, however, instead of terminating the Agreement, DFM, in its sole and absolute discretion, may give notice to the County of the breach, demanding adequate assurances from the County that it will protect the proprietary interest of DFM and remedy all prior breaches. In the event that the County fails to provide such adequate assurances and to remedy such breaches within seventy-two (72) hours of receipt of the notice (Suspense Period”), the Agreement will automatically terminate as if no demand for adequate assurances had been made. For purposes of this Section, the parties agree that the Suspense Period is reasonable based on the proprietary interest to be protected by DFM and the interest of the County to continue the right to use any Specified DFM Software.

(b) Any modification of any DFM Software which is accomplished or undertaken by the County, its employees, or its authorized agents subject to this Agreement other than DFM or its employees or authorized agents, shall give DFM the right to terminate the Agreement, or any portion thereof related to the Specified DFM Software which was subject to the unauthorized modification.

(c) Any breach by the County of any of its monetary obligations to DFM, in which event DFM shall have the right, at any time after thirty (30) days prior written notice, to suspend its performance under this Agreement and, if the County Breach continues for an additional thirty (30) days, then DFM may, at its option, terminate the Agreement, or any portion thereof related to the Specified Consulting Service or Specified DFM Software which was involved in such breach.

(d) Any material breach by the County of any of its other obligations under this Agreement (other than those obligations described in subparagraphs (a) through (c) above), which continues for a period of thirty (30) days after written notice thereof from DFM

specifying the nature of the breach and the curative action, if any, which must be taken, in which event the provisions of Section 10.4 shall become applicable at the expiration of the thirty (30) day period if the breach has not been fully cured at that time.

Subject to the provisions of Section 10.4 below, the remedies in favor of DFM set forth in this Section 10.2 are not exclusive and DFM shall have the right to pursue any other remedy to which it may be entitled.

10.3 Debilitating Event. Any of the following events, which occurs with respect to DFM, shall be deemed to be a “Debilitating Event” and shall cause this Agreement to be modified immediately upon notice to the County of such Debilitating Event and shall the Agreement to terminate automatically two hundred forty (240) days thereafter:

(a) Any assignment by DFM for the benefit of its creditors; or the entry of a court order appointing a receiver or trustee for all or substantially all of DFM’s assets or properties, which order shall not be vacated, set aside or stayed within sixty (60) days from the day of entry of said court order; or the filing by DFM of a petition in bankruptcy or the commencement of any similar proceeding under any law for the relief of debtors by or against DFM; or

(b) Any permanent cessation by DFM of its business, which is not succeed to by a successor in interest; or

(c) Any voluntary termination or dissolution of DFM pursuant to which the rights of DFM under this Agreement have not been transferred to a successor in interest.

10.4 Transition Period. For purposes of this Agreement, the term “Transition Period” shall mean the sixty (60) day period immediately following the occurrence of a County Breach other than a County Breach related to the payment of money to DFM, or two hundred forty (240) days following the occurrence of a Debilitating Event, whichever is applicable. This Agreement shall continue, and all obligations of the parties hereunder shall remain, in full force and effect during the Transition Period subject only to legal impairments on the ability of DFM to perform if the Transition Period arises as a result of a Debilitating Event. Provided, however, in no event shall the Transition Period extend beyond the expiration of the term of this Agreement. The obligations of the County set forth in this Agreement shall continue, to the extent applicable, notwithstanding the termination of this Agreement.

10.5 Obligations of the County At Expiration of Transition Period.

(a) Immediately upon the termination of this Agreement, the County shall return to DFM any and all tangible manifestations of any DFM Software previously delivered by DFM to the County, and any copies, duplicates or reproductions thereof, whether authorized or not.

(b) In the event of the occurrence of a Debilitating Event, the County shall be permitted to continue to use any Specified DFM Software during the Transition Period; provided, however, DFM will not provide any Software Maintenance, Software Enhancements or Software Releases during such period of time; and, provided, further, the obligation of the County to pay the Monthly Fee shall be reduced to an amount equal to eighty percent (80%) of the applicable Monthly Fee which would otherwise be applicable during such period.

10.6 Option to Purchase the Specified DFM Software. In the event of the termination of this Agreement as related to any Specified DFM Software, where such termination is as the result of a Debilitating Event, but only in such event, the County shall have the right and option to purchase the copy of the Specified DFM Software (including a copy of the source code) which it has installed on its Computer Hardware ("Software Purchase Option") on the terms and subject to the conditions set forth in this Section:

(a) In order to exercise its option pursuant to this Section, the County must deliver to DFM written notice ("Option Notice") of its intent to exercise the Software Purchase Option, specifying the Specified DFM Software which it desires to purchase, and it must deliver the Option Notice to DFM prior to the expiration of the Transition Period.

(b) The Purchase Price (as that term is defined below) is payable in cash in full not later than thirty (30) days after receipt by DFM of the Option Notice.

(c) The Purchase Price shall be equal to sixty (60) times the then applicable Monthly Fee for the Specified DFM Software which is the subject of the Software Purchase Option if the termination is during the first year after the commencement of the initial term of this Agreement as it is related to such Specified DFM Software, forty-eight (48) times the then applicable Monthly Fee if the termination is during the second year of the initial term, and thirty-six (36) times the then applicable Monthly Fee if the termination is at any other time.

(d) The Software Purchase Option is personal to the County and may not be sold or assigned. Strict compliance by the County with all of the provisions of this Section is required. Failure to strictly comply with the time frames shall cause the Software Purchase Option to terminate.

10.7 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 Section 13.2. 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 cause.

ARTICLE 11. NO JOINT VENTURE

Nothing contained in this Agreement, or in any Addenda, shall be deemed or construed as creating a joint venture or partnership between the parties. Except as expressly set forth herein, no party by virtue of this Agreement or any Addenda is authorized as an agent, employee or legal representative of any other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

ARTICLE 12. INJUNCTIVE RELIEF

Notwithstanding any provision of this Agreement or of any Addenda to the contrary, either party shall have the right to seek and obtain injunctive relief against the other party from any judicial or administrative authority having jurisdiction, including any superior court of the State of California or any federal district court.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1 Permits and Licenses. DFM and all of its employees and agents shall secure and maintain in force such license and permits as are required of DFM by law in connection the furnishing of equipment, materials or services necessary for DFM's performance under this Agreement.

13.2 Notices. All notices, requests, demands and other communications required or contemplated hereunder shall be in writing, shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be

deemed to have been given upon the earlier of (a) the date of personal delivery to the person to receive such notice at the address indicated below or (b) if mailed to the person to receive such notice at the address indicated below, four (4) business days after the date of posting by the United States Post Office as evidenced by the execution of the return receipt. The parties' addresses, for all purposes hereof, are as follows:

If to DFM: Attn: Thomas G. Diebolt, President
DFM Associates
10 Chrysler
Irvine, California 92718

If to the County: Napa County
c/o John Tuteur
Assessor-Recorder-County Clerk
1127 1st St Ste A
Napa CA 94559

Notice of change of address shall be given by written notice but shall not be deemed effective until it has been given in the manner detailed in this Section.

13.3 Not used.

13.4 Not used.

13.5 Assignment. The County and DFM shall not be entitled to assign this Agreement or any of its rights or interest in this Agreement, including any rights or interests in any Addenda. This Agreement contemplates a license between DFM and the County without any right to license, sublicense, assign or sublease. Except as provided herein, this Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13.6 Captions. The captions of the sections and subsections of this Agreement are included for reference purposes only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope or intent of the particular provision to which they refer.

13.7 Gender; Singular and Plural Number. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. Also, the singular shall include the plural number where the context so requires and visa versa.

13.8 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of this Agreement, or any provision hereof, the interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the party who is the draftsman of this Agreement.

13.9 Partial Invalidity and Severability. If any provision of this Agreement shall be held or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever; provided, however, if any provision of this Agreement relating to the payment of monies to DFM or any provision of Articles 6, 7, 11 or 13 is found to be inoperative or unenforceable for any reason, then in such event, such provision shall not be severed from or read out of this Agreement. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions thereof except as provided in the preceding sentence.

13.10 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other party, to better evidence and reflect the transactions described in and contemplated by this Agreement, and to carry into effect the intents and purposes of this Agreement.

13.11 No Implied Waivers. The failure of either party at any time or from time to time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any later time nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of such provision.

13.12 Applicable Law. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the internal laws, and not the laws pertaining to conflicts or choice of laws, of the State of California applicable to agreements made and to be performed wholly within the State of California.


13.13 Counterparts. This Agreement and any Addenda may be executed simultaneously in one or more counterparts, each of which together shall constitute one and the same instrument.

13.14 Entire Agreement; Amendment. This Agreement and all Addenda incorporated herein, and all other agreements, documents or writings required to be delivered in connection herewith, contain the entire understanding between the parties hereto with respect to the subject matter hereof and supersede any and all prior or contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. No addition, modification or amendment of or to any term or provision of this Agreement, or to this Agreement as a whole, shall be effective unless set forth in writing and signed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above mentioned.

DFM ASSOCIATES, a California Corporation

By:


THOMAS G. DIEBOLT
President

NAPA COUNTY, a political subdivision of the State of California

By:

AMBER MANFREE, Chair of the Board of Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: 
Deputy County Counsel *RKF*

Date: 4-13-26

APPROVED BY THE NAPA
COUNTY BOARD OF
SUPERVISORS

Date: _____
Processed By: _____

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

RIIMS™ SOFTWARE ADDENDUM

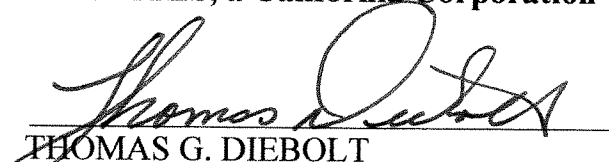
RIIMS™ is an acronym for Recorders Information and Image Management System and means the computer software designed by DFM for use in the various steps of the recording process. RIIMS™ includes the RIIMS™ Software, the RIIMS™ Subsystems, any RIIMS™ Enhancement and any RIIMS™ Software Releases. RIIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the RIIMS™ is to index documents for later retrieval. The ability of the RIIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of RIIMS™: RIIMS™ is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- 30 NOT USED
- 40 NOT USED
- 50 NOT USED
- 60 Annual Fee: \$48,987.00
- 70 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.
- 80 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

DFM ASSOCIATES, a California Corporation

By:


THOMAS G. DIEBOLT
President

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

By:

AMBER MANFREE, Chair of the Board of
Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: 
Deputy County Counsel *ELF*

Date: 4-13-26

APPROVED BY THE NAPA
COUNTY BOARD OF
SUPERVISORS

Date: _____
Processed By: _____

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT A

General Description of RIIMS™

Introduction _ The Recorder's Information and Image Management System (RIIMS™) is a software package designed to automate the functions of a County Recorder's office. RIIMS™ is a Windows application designed to work in a networking environment. The system provides facilities for the entry, inquiry, update, verification and balancing of Official Records, Vital Statistics, Work Requests, and Cash Register records. Statistical tracking provides reporting of document detail or counts by statistic types, general ledger accounts, and specific charges.

On-Line Help _ The Recorder's system is designed with context sensitive help. While in a specific screen the on-line help menu is displayed that shows narrative information concerning that functional area of the Recorder's system. Windows standard help narratives are provided.

Full Screen and Field Editing _ Where appropriate, data entered into a field is edited for appropriate values as soon as data entry in that field is completed. Transactions are further edited as they are completed for consistency of data within that transaction.

Formatted Screens _ The data entry and verification screens have similar formats to provide consistency for data entry operators. Pop-up or pull down windows are used extensively throughout the system. These windows display information from look-up tables containing frequently used data such as institutions, customers, document types, etc. Selected look-up data can be automatically inserted in the correct data entry field.

File Backup and Recovery _ RIIMS™ is designed to use industry standard SQL database management systems. This allows the user to take advantage of state-of-the-art Relational Database Management System (RDBMS) technology for data consistency. SQL provides for full logging of transactions for recovery from system failures. Full system backups are also performed utilizing SQL or the operating systems utilities.

Security _ System security is provided through the operating system and SQL username and passwords as well as a RIIMS™ operator code. The use of operator codes provides an additional level of security. These operator codes are unique to each operator and specific to the Recorder's system.

On-Line Indices _ The index files incorporated within the Recorder's system are on-line files. This allows the user to produce printed reports and also to inquire on these indices. The user can look through the index file of choice and may inquire on a specific record. This allows the user to receive specific information without having to print an entire report.

Official Records _ The Official Records index contains entries for all Official Records entered into the system. All Official Record entries must first be entered by an operator and then verified using the Official Records Verification program. This serves to help the Recorder's Office ensure the accuracy of the data entered.

Cash Register _ Fee based transactions are entered into the Cash Register file using the Cash Register Entry program. This file is used to reconcile indexed document fees with the cash register using a batch balancing report. The system is able to cashier all transactions for both the Recorder and County Clerk creating a customer receipt to provide a record of information.

Accounting Data _ The accounting data maintained by the system provides the ability to create detailed accounting activity reports. The system maintains statistical totals on the various document statistic types on a daily, monthly and yearly basis. These statistics can be provided in report form upon request.

Vital Statistics _ Vital Statistics processing consists of the recording of births, deaths and marriages. Data collection for vital records is consistent with the format defined by the State of California. All data elements within the Vital Statistics database is displayed on the screen. The system is able to index the records on various fields, including, but not limited to, Name or Recorder's assigned certificate numbers and year of issuance. The system provides for sealing or replacing and amending Vital Statistics records. The following reports are provided; Abstract Record Reports on Bank Note paper; Birth Alpha Index; Death Alpha Index; and Marriage Alpha Index. Daily report of records entered, deleted, amended, and sealed showing detail and summary information.

Work Requests _ This subsystem is used to keep track of work requests. It interacts with the Accounting Data files to account for the revenue that they generate. A Work Request may take the form of a request for Vital Statistics copies, index search requests or microfilm copy requests. Receipts are automatically printed and work orders may be generated. The generation of an itemized work order is at the discretion of the cashier. The staff has the ability to inquire, update and delete a work order, when necessary, independently from the Cashiering function.

Reports _ System reports provide management information to support the accountability functions of the Cashiering process, data to facilitate system access, and statistical data to

monitor internal system processes and ensure data completeness and integrity. All reports have a run date and an appropriate descriptive title. The system will reconcile and report, on request, all revenue: Total by cashier; Total by cash register (station); Total for all cashiers; and Total for all cash registers (stations). The following reports are a part of the base system: Indexing Reports including: Vital Statistics Transaction Report; Vital Statistics Daily Report; Vital Records Update Report; Daily Official Record Document Report; Daily Index Report; Grantor-Grantee Index; Official Records Updated Report; Error Report; Accounting Report; Charge Register; Charge Register-Summary; Ledger Statistics; Document Statistics; Charge Code Statistic; Accounts Receivable Summary; Accounts Receivable Billing; Update Report; and Work Order Report.

FBN™ SOFTWARE ADDENDUM

FBN™ is an acronym for Fictitious Business Name System and means the computer software designed by DFM for use in the filing of fictitious business name statements. FBN™ includes the FBN™ Software, the FBN™ Subsystems, any FBN™ Enhancement and any FBN™ Software Releases. FBN™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the FBN™ is to gather data for use in the filing and indexing of Fictitious Business Name Statements. The ability of the FBN™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

- 20 Description of FBN™: FBN™ is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

- 30 Annual Fee: \$9,951


- 40 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.

- 50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

DFM ASSOCIATES, a California Corporation

By:


THOMAS G. DIEBOLT
President

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

By:

AMBER MANFREE, Chair of the Board of
Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: 
Deputy County Counsel *PKF*

Date: 4-13-26

APPROVED BY THE NAPA
COUNTY BOARD OF
SUPERVISORS

Date: _____
Processed By: _____

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT B

General Description of the Fictitious Business Name System

The Fictitious Business Name Statement provides an opportunity for a business to declare one or more fictitious names under which it may conduct business operations. The Fictitious Business Name Statement is retained by the Recorder and declared fictitious names are published as information to applicants. Fictitious names, once declared, can be modified and/or abandoned. The initiation, modification, and abandonment of a fictitious name requires public notice. Proof of public notice is provided to and maintained by the Recorder.

A Fictitious Business Name Statement is valid for 5 years. Within 90 days of the application, Proof of Publication must be received from a recognized publisher (Newspaper). Prior to expiration of the Fictitious Business Name Statement, a notice to refile must be generated and sent to the applicant. A refile will be processed without the requirement to provide proof of publication if all information, except the Owner's addresses, is identical to the original application.

Retrieval of Fictitious Business Name Statement records can be by indexes to:

- ◇ Fictitious Business Name
- ◇ Owner Name(s)
- ◇ Document Number
- ◇ Classification of the business

Reports are available to provide:

- ◇ Alphabetical list of all Fictitious Business Names.
- ◇ Listing of Fictitious Business Names and Owners.

The Fictitious Business Name System process is described in the following text:

- The Fictitious Business Name application number is assigned by the system using a unique number series at the time of cashiering.
- The system assigns both the application and expiration date at the time of cashiering.
- The system will accept at least 100 owners' names and business names.
- The system will accept a physical and mailing address for the owner.
- The system will accept a physical and mailing address for the business.
- The Business can have only one physical and mailing address.
- The system will automatically prepare a notice to refile the Fictitious Business Name Statement prior to the expiration of the application (5 years from the application date).
- The system can distinguish between the original application and a refile.
- On a refile, proof of publication processes is disabled if all information, except

owner's addresses, is identical to the original application.

- On a refile, the original Fictitious Business Name Statement is stored to indicate that this is a refile.


MLS™ SOFTWARE ADDENDUM

MLS™ is an acronym for Marriage License System and means the computer software designed by DFM for use in the issuance of marriage licenses. MLS™ includes the MLS™ Software, the MLS™ Subsystems, any MLS™ Enhancement and any MLS™ Software Releases. MLS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the MLS™ is to gather data for use in the preparation of marriage licenses and the issuance thereof. The ability of the MLS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of MLS™: MLS™ is more particularly described on Exhibit C attached hereto and incorporated herein by this reference.
- 30 NOT USED.
- 40 Annual Fee: \$3,184.00
- 50 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.
- 60 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]

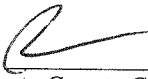
DFM ASSOCIATES, a California Corporation

By: 
THOMAS G. DIEBOLT
President

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

By: _____
AMBER MANFREE, Chair of the Board of
Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: 
Deputy County Counsel *PKF*

Date: 4-13-26

APPROVED BY THE NAPA
COUNTY BOARD OF
SUPERVISORS

Date: _____
Processed By: _____

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____

EXHIBIT C

General Description of the Marriage License System

The Marriage License process is a two step activity. In the first step, the Clerk-Recorder's office issues either a public or confidential marriage license to the applicants. At this point, the license is nothing more than an application to have a marriage performed. If the ceremony does not take place before the expiration of the license, no further actions take place and all record of the application is erased. Prior to expiration of the license, a notification is sent to the applicants stating that their license is about to expire.

The second step occurs after the completion of the ceremony. At this point, the marriage license becomes a marriage certificate and is returned to the office of the Recorder where it is processed and recorded as a vital statistic record.

The Marriage License System process is described in the following text.

- The system generates and controls the Recorder's Locator Numbers for Confidential and Public Marriage Licenses.
- The system will cashier Confidential and Public Marriage Licenses.
- The application software provides for the automated indexing of Confidential and Public Marriage Licenses.
- The system provides for the on-line generating and printing of Confidential and Public Marriage Licenses in the format required by State law and County policy.
- The system stores the Marriage License information captured when the License is issued for retrieval when the Marriage Certificate is recorded as a Vital Record.
- The system will automatically generate a notice to be sent to the applicants if the certificate has not been returned 60 days from the date of issue of the lice

**RiiMS™ CERTNA Systems Interface
SOFTWARE ADDENDUM**

RiiMS™ CERTNA Systems Interface means the computer software designed by DFM for use in the integration of CERTNA Electronic Recording Delivery System (ERDS) by the CALIFORNIA ELECTRONIC RECORDING TRANSACTION NETWORK AUTHORITY (CERTNA). The RiiMS™ CERTNA Systems Interface includes the RiiMS™ CERTNA Systems Interface Software, any RiiMS™ CERTNA Systems Interface Enhancement and any RiiMS™ CERTNA Systems Interface Software Releases. The RiiMS™ CERTNA Systems Interface is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 Core Function: The core function of the RiiMS™ CERTNA Systems Interface is to allow the use of CERTNA ERDS to be used with DFM's RiiMS™ software to automate those functions.

20 Not used.

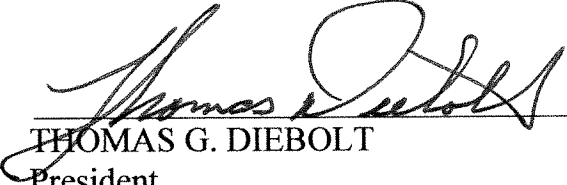
30 Annual Fee: The annual fee for the RiiMS™ CERTNA Interface is \$9,000.00.

40 Lease Term: Eighty-four (84) months from July 1, 2026 until June 30, 2033.

50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE]


DFM ASSOCIATES, a California Corporation

By: 
THOMAS G. DIEBOLT
President

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

By: _____
AMBER MANFREE, Chair of the Board of
Supervisors

APPROVED AS TO FORM
Office of County Counsel

By: 
Deputy County Counsel *CKF*
Date: 4-13-26

APPROVED BY THE NAPA
COUNTY BOARD OF
SUPERVISORS

Date: _____
Processed By: _____

Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors

By: _____