

Schedule A

Statement of Work

1. Introduction and Purpose

The Mindbase solution provides comprehensive mental health support for first responders. We believe in improving human health and well-being by bringing people, knowledge, and intelligent technology together. Mindbase is changing the mental health landscape for public safety. We partner with federal, state, and local governmental and non-governmental agencies to provide their personnel support during challenging prevention, response, and recovery operations. Under the guidance and participation of Customer, Mindbase will facilitate the delivery and implementation of its integrated mental health and wellness platform, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Versaterm is committed to building a lifelong partnership with Customer by providing professional project management, technical and training assistance through implementation. The Mindbase solution will provide Customer with engaging self-service and peer support tools, to accomplish its wellness goals.

This Statement of Work "SOW" guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which the Mindbase Team and Customer will consider a task complete.

2. Summary of the major milestones

- Agreement signing
- Mindbase HUB and Toolkit installation
- Project team training/Administration training complete
- Third party integrations
- Testing complete and issues resolved
- End user training complete
- Go-live and transition to Support complete

3. Project Objectives

A. Ongoing objectives of the Health and Wellness Platform Implementation project:

- Implement an extensive peer support and wellness technology solution aimed at cultivating a culture of wellness within the organization.
- Provide the software, technology and services necessary to take proactive care of real-time challenges facing first responders
- Deliver a simple, fast, and data-driven mental health and wellness platform, powered by Customer CAD and other data.

4. Specific SOW objectives:

- Complete the project implementation plan
- Install and configure Mindbase software applications, including setting up Peer Support Dashboard, provisioning users, and customizing and deploying the agency Wellness App

- Install and configure the external CAD/RMS Interfaces
- Provide remote system setup consultation and system and application administration training
- Provide remote end-user training and assistance
- Provide remote Go-live assistance

4. Project Assumptions and General Responsibilities

A. Project Assumptions

- The Mindbase System will be implemented in an Android or iOS and Windows environment.
- Third-party CAD/RMS vendor(s) provide the required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Mindbase is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

B. Customer Responsibilities

- Maintain effective communications with the Mindbase Project Manager
- Participate in project status meetings
- Respond to issues and concerns as communicated by the Mindbase Project Manager
- Facilitate installation (download) of Mindbase app on applicable personnel's android or iOS devices
- Gather and disseminate to Mindbase needed agency data as specified in the Interface Definitions document
- Ensure management and end-user personnel participate in training

C. Mindbase Project Team Responsibilities

- Function as the liaison with Customer's designated project manager
- Manage all aspects of the implementation, including project communications
- Participate in the project planning, system setup and training
- Coordinate and schedule the delivery of all products and services including launch kit(internal advertising posters, lanyards, QR Coded Peer Support badges) provided by Mindbase
- Conduct project status meetings, training, and Go-live activities
- Provide responses and recommend resolutions to Customer issues
- Facilitate the configuration and Mindbase HUB system installation, and coordinate external interface installation

5. Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Mindbase and Customer will perform their respective tasks through a combination of collaboration, coordination via Teams, phone, email communications, and other remote means, as appropriate.

Tasks may or may not be completed in the order in which they appear. Some tasks may be sequential while other tasks may be concurrent with other tasks.

Some tasks will involve 3rd party entities (government agencies, vendors, etc.) to successfully complete this project. Mindbase will cooperate and use good faith efforts to work effectively with all 3rd party representatives from other vendors or government agencies as may be necessary to ensure successful project completion.

6. Project Planning and Pre-In

A. Task Description

Project Planning will consist of a series of tasks and activities to help prepare the Customer and Mindbase for the implementation process. Mindbase will conduct a brief project review session and product demonstration (if needed) for the core Customer project team. The Project review session will include a discussion of the contract documents, project timelines, goals and objectives, and roles and responsibilities of both parties. The Project review session will be designed to ensure the project managers and key personnel on both sides have the same understanding of the overall scope of the project and project approach.

B. Deliverables

Upon completion of Project Planning, Mindbase and Customer will identify estimated Customer resources and estimated time requirements for Customer-related tasks. This information will be based on Mindbase's previous experience in installing similar systems.

C. Completion Criteria

This task will be considered complete following the project review session

Mindbase	Customer
Responsibilities Conduct kickoff meeting	Responsibilities Schedule personnel for kickoff Attend kickoff
Required Staff Project manager	Required Staff Project Sponsor (admin) Project team members (admin, peer support staff from agencies or departments)

7. Install/Configure Mindbase Application

A. Task Description

Mindbase configures and makes available the System components including iOS or Android app, dashboard, and third-party CAD integration. Mindbase systems engineer will install the Mindbase HUB and Toolkit application and the Mindbase side of the third-party interface. The systems engineer will configure the database environments and create the initial administrative user accounts. Customer is responsible for providing a connection to third-party CAD/system. Mindbase will configure the third-party CAD and RMS integration and, together with Customer, will test to verify the correct data stream and format transfers to the Mindbase dashboard.

Mindbase will provide Customer with iOS and Android client applications. Customer is responsible for installing the client application on mobile devices.

B. Deliverables

- Installation of Mindbase dashboard and app
- Installation of Mindbase components of external interfaces
- Configuration and Set-up of third-party CAD/RMS integration

C. Prerequisites

- Connection to third-party CAD/RMS system
- Contact information for third-party CAD/RMS vendor

D. Completion Criteria

This task will be complete when Mindbase has installed the Mindbase HUB and Toolkit applications, created the user accounts and administrative accounts, completed the installation of external interfaces, and performed the tests required for end-user training and Go-live.

Mindbase	Customer
Responsibilities Install Mindbase HUB and Mindbase Toolkit Create admin user accounts Installation of external interface to CAD system Verify correct data stream/format to dashboard Test and successfully demonstrate completion to Customer	Responsibilities Provide contact information for third-party CAD vendor Provide connection to CAD system Install Mindbase app on end-user iOS or Android devices Verify correct data stream/format to dashboard
Required Staff Systems engineer Project manager Development (programmers)	Required Staff IT personnel Peer support/admin

8. Conduct Project Team Admin Training

A. Deliverables

- Project team training
- Set Impact levels for Incident Types

B. Prerequisites

- Mindbase application installation complete

C. Completion Criteria

This task will be complete once the Customer’s project team has been trained on the Mindbase platform and configured the Impact levels portion of the dashboard application.

Mindbase	Customer
Responsibilities Project team training (system overview) Demonstrate Mindbase application	Responsibilities Ensure appropriate personnel attend project team training. Configure Indicators/Incident Types in the dashboard
Required Staff Project manager Trainer	Required Staff Project team

9. Conduct End User Training

A. Task Description

Mindbase will conduct virtual end-user training for peer support and/or admin

B. Deliverables

- Peer Support and/or Admin training
- End-user intro training video

C. Prerequisites

- Mindbase application installed and configured

D. Completion Criteria

This task will be complete when Mindbase has provided all end-user training

Mindbase	Customer
Provide virtual peer support training Provide End-user intro video	Ensure appropriate personnel attend training class
Required Staff Trainer	Required Staff Peer Support End Users (watch intro video)

10. Go-Live

A. Task Description

Mindbase will ensure all tasks are completed and Customer personnel are prepared for cutover to live operations.

After cutover, Mindbase will assist Customer personnel with additional guidance and training as needed. Customer's project team shall be present to provide guidance to other Customer personnel needing additional assistance.

B. Deliverables

- Go-live assistance

C. Prerequisites

- Completion of all previous tasks

D. Completion Criteria

This task will be complete once live operation of the entire System has commenced and the other tasks described above have been completed and accepted.

Mindbase	Customer
Facilitate Go-live kickoff Observe operations and troubleshoot any issues Make minor modifications as needed	Ensure appropriate personnel attend Go-live kickoff Provide guidance to individuals who need extra assistance Relay issues and concerns to Mindbase

Required Staff: Project manager Systems engineer Customer success	Required Staff: Project manager Peer Support/Admin All employees (end users)
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11. Perform Remote Site Audit and Analysis

A. Task Description

2 – 4 weeks following cutover to live operation, Mindbase Customer Success will meet with Customer project team. Mindbase will be available remotely to answer any follow-up questions and provide additional training to enhance user capabilities. Mindbase will supply a starter program document to guide customer through engagement goals and objectives for the first year of program use.

B. Deliverables

- Analysis of System use
- Mindbase starter program

C. Prerequisites

- Go-live operations

D. Completion Criteria

This task will be complete after the Mindbase customer success team has conducted the site audit and analysis.

Mindbase	Customer
Responsibilities Answer follow-up questions Gather initial feedback Deliver starter program	Responsibilities Communicate questions or concerns Begin use of starter program
Required Staff Customer success	Required Staff Applicable staff

12. Billing for Professional Services

If there are any Professional Services detailed in the Service Schedule such Professional Services shall be invoiced as follows:

- 25% Provisioning; and
- 75% at the earliest of RFU or 3 months following Provisioning.

Versaterm Public Safety US, Inc.

(referred to hereafter as "Versaterm")

1 North MacDonald, Suite 500

Mesa, Arizona USA

85201

Email address for notices:

legal@versaterm.com

SERVICE SCHEDULE

<p>Napa County Sheriff's Office (CA) 1535 Airport Blvd, Napa, CA 94558, United States nathalie.verdeille@countyofnapa.org (referred to hereafter as "Customer")</p>	<p>Invoices shall be sent to</p> <p>1535 Airport Blvd, Napa, CA 94558, United States</p> <p>Is a purchase order required? Yes</p>
Initial Subscription Term: 12 months commencing upon Provisioning	

Item	Quantity	Price per Unit	Discount	Net Total
Mindbase subscription	177	\$48.00		\$8,496.00
Mindbase base subscription per agency	1	\$2,500.00		\$2,500.00
Initial Mindbase configuration and training. Includes standard CAD/RMS Interface. NOTE: There may be a third party cost from the CAD/RMS vendor.	1	\$2,750.00		\$2,750.00

Total:	\$13,746.00
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The amounts indicated above are exclusive of sales taxes

INVOICING

Versaterm shall invoice the Customer for the above Subscription Fees for the Subscription Services at the beginning of the Initial Subscription Term and annually on each anniversary date for the duration of the Subscription Term.

INVOICING TERMS FOR PROFESSIONAL SERVICES FEES

Other :

If Professional Services are for a cloud-migration or adding additional license Professional Services Fees shall be invoiced upon Provisioning

SPECIFIC SUBSCRIPTION SERVICES/SERVICES

The following terms apply to the software and service(s) identified above.

A. Mindbase

1. Definitions

The following definitions apply to this Service Schedule and shall supersede any definitions defined in the MSA.

- A. **“Customer Contact Data”** means data Versaterm collects from Customer, its Authorized Users, and their end users for business contact purposes.
- B. **“Customer Data”** does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Versaterm Data.
- C. **“Process” or “Processing”** means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- D. **“Service Use Data”** means data generated by Customer’s use of the Software and Subscription Services or by Versaterm’s support of the Software and Subscription Services including product performance and error information, activity logs and date and time of use.

2. Modifications.

- A. Versaterm may modify the Software and Subscription Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications.

3. User Credentials.

- A. If applicable, Versaterm will provide Customer with administrative user credentials for the Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential, including through any administrative user credentials. Use of the Subscription Software includes any changes made to the Subscription Software or issues or user impact arising from such use.
- B. To the extent Versaterm provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such services will be invoiced to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.

4. Beta Services.

- A. If Versaterm makes any beta version of a software application ("Beta Service") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Versaterm. Versaterm will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Versaterm may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

5. Support of Downloaded Clients.

- A. Mindbase Wellness App is available in the iOS App Store and Google Play store for download. Authorized Users may install the app on their mobile device(s) or access content through a web browser. Versaterm may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates.

6. Export Control.

- A. Customer, its employees, and any other Authorized Users will not access or use the Software and Subscription Services in any jurisdiction in which the provision of such Software and Subscription Services is prohibited under applicable laws or regulations (a "Prohibited Jurisdiction"), and Customer will not provide access to the Software and Subscription Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that

(a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

7. Customer-Provided Equipment

- A. Certain components, including equipment and software, not provided by Versaterm may be required for use of the Software and Subscription Services ("Customer-Provided Equipment"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Versaterm/Mindbase to access and use the applicable Customer-Provided Equipment to provide the Software and Subscription Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Versaterm) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify the Mindbase team of any Customer-Provided Equipment damage, loss, change, or theft that may impact Versaterm's (through Mindbase) ability to provide the Software and Subscription Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under this Service Schedule.

8. Non-Versaterm Content.

- A. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Versaterm (collectively, "Non-Versaterm Content") with or through the Software and Subscription Services. If Customer accesses, uses, or integrates any Non-Versaterm Content with the Software and Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Versaterm Content in connection with the Software and Subscription Services. Customer will also obtain the necessary rights for Versaterm to use such Non-Versaterm Content in connection with providing the Software and Subscription Services, including the right for Versaterm to access, store, and process such Non-Versaterm Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Versaterm Content with the Software and Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Versaterm Content. Customer

acknowledges and agrees that Versaterm is not responsible for, and makes no representations or warranties with respect to, the Non-Versaterm Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Versaterm Content or failure to properly interoperate with the Software and Subscription Services). If Customer receives notice that any Non-Versaterm Content must be removed, modified, or disabled within the Software and Subscription Services, Customer will promptly do so. Versaterm will have the right to disable or remove Non-Versaterm Content if Versaterm believes a violation of law, third-party rights, or Mindbase's/Versaterm's policies is likely to occur, or if such Non-Versaterm Content poses or may pose a security or other risk or adverse impact to the Software and Subscription Services, Versaterm, Mindbase, Mindbase's/Versaterm's systems, or any third party (including other Versaterm customers).

9. Versaterm Materials

- A. Customer acknowledges that Versaterm may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Versaterm has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations or derivative works of the foregoing, whether made by Versaterm or another party) (collectively, "Versaterm Materials"). The Software and Subscription Services, Versaterm Data, Third-Party Data, and Documentation, are considered Versaterm Materials. Except when Versaterm has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Versaterm Materials are the property of Versaterm or its licensors, and Versaterm or its licensors retain all right, title and interest in and to the Versaterm Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Versaterm Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Versaterm to effectuate the foregoing. Versaterm and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Subscription Services or other Versaterm Materials, or permit any third party to do so.

10. End User Licenses.

- A. Notwithstanding any provision to the contrary in the Agreement, certain software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open-source software, included in the Software and Subscription Service. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

11. Processing Customer Data

- A. **Versaterm Use of Customer Data.** To the extent permitted by law, Customer grants Versaterm to use Customer Data to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Versaterm products and services, and (c) create new products and services. Customer represents and warrants to Versaterm that Customer's instructions, including appointment of Versaterm as a processor or sub-processor, have been authorized by the relevant controller.
- B. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Software and Subscription Services), and Versaterm's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Versaterm's and its subcontractors' use) of the Customer Data as described in the Agreement.
- C. **Data Retention and Deletion.** Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Versaterm will delete all Customer Data following termination or expiration of the Agreement or this Service Schedule, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Versaterm in writing before expiration or termination in accordance with Section 23 "Notices" of the MSA. Versaterm will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Versaterm through a mutually executed Service Schedule.
- D. **Service Use Data.** Customer understands and agrees that Versaterm may collect and use Service Use Data for its own purposes, including the uses described below. Versaterm may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes.
- E. **Third-Party Data and Versaterm Data.** Versaterm Data and Third-Party Data may be available to Customer through the Software and Subscription Services. Customer and its Authorized Users may use Versaterm Data and Third-Party Data as permitted by Versaterm and the applicable Third-Party

Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Versaterm Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in an addendum to this Service Schedule. Any rights granted to Customer or Authorized Users with respect to Versaterm Data or Third-Party Data will immediately terminate upon termination or expiration of the MSA or this Service Schedule. Further, Versaterm or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Versaterm Data or Third-Party Data if Versaterm or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Versaterm's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Versaterm Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Versaterm. Notwithstanding any provision of the Agreement to the contrary, Versaterm will have no liability for Third-Party Data or Versaterm Data available through the Software and Subscription Services. Versaterm and its Third-Party Data providers reserve all rights in and to Versaterm Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

- F. **Versaterm as a Controller or Joint Controller.** In all instances Mindbase acts as a controller of data, it will comply with the applicable provisions of our Mindbase Privacy Statement at <https://getmindbase.com/privacy-policy>, as may be updated from time to time. Mindbase holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Mindbase Privacy Statement. In instances where Mindbase is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

This "Service Schedule" is entered into as of , the date of the last signature set forth on the signature page hereto (the "Effective Date"), by and between Versaterm Public Safety US, Inc. and Customer. Master Software and Services Agreement shall govern this Service Schedule found at <https://www.versaterm.com/legal/msa20241125> as of the Effective Date. Each person signing this Service Schedule has the full authority to execute this Service Schedule.

Versaterm Public Safety US, Inc.:

County of Napa:

By:

DocuSigned by:
Adam Schwartz
(Signature)

By:

(Signature)

Name: Adam Schwartz
(Printed Name)

Name: Anne Cottrell
(Printed Name)

Title: CRO

Title: Chair of the Board of Supervisors

Date: Aug 15, 2025

Date: _____

Approved as to Form:

Napa County Counsel's Office

By: S. Darbinian

Certificate Of Completion

Envelope Id: E99CBD5E-11AF-4933-AA8B-5C2E1EFFFF63
 Subject: Complete with Docusign: SS+SOW with Napa County Sheriff's Office (CA).pdf
 Source Envelope:
 Document Pages: 15
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Delivered

Envelope Originator:
 Angela Wu
 2300 Carling Avenue
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 Ottawa, ON K2B 7G1
 angela.wu@versaterm.com
 IP Address: 99.209.71.70

Record Tracking

Status: Original
 8/15/2025 12:39:29 PM
 Holder: Angela Wu
 angela.wu@versaterm.com

Location: DocuSign

Signer Events

Adam Schwartz
 adam.schwartz@versaterm.com
 CRO
 Adam Schwartz
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 DFB82C5456064AB...

Signature Adoption: Pre-selected Style
 Using IP Address: 65.113.156.184

Timestamp

Sent: 8/15/2025 12:41:49 PM
 Viewed: 8/15/2025 2:21:31 PM
 Signed: 8/15/2025 2:53:56 PM

Electronic Record and Signature Disclosure:

Accepted: 8/15/2025 2:53:49 PM
 ID: 0d103299-2fe0-465e-802d-4b2fd7fc6233

Nathalie Verdeille
 nathalie.verdeille@countyofnapa.org
 Security Level: Email, Account Authentication
 (None)

Sent: 8/15/2025 12:41:48 PM
 Resent: 8/18/2025 1:40:52 PM
 Viewed: 8/18/2025 1:41:04 PM

Electronic Record and Signature Disclosure:

Accepted: 8/15/2025 12:55:54 PM
 ID: bf9a0fee-5398-46ab-a995-e08e8e556781

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/15/2025 12:41:49 PM
Certified Delivered	Security Checked	8/18/2025 1:41:04 PM
Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Versaterm (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Versaterm:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kathleen.mackinnon@versaterm.com

To advise Versaterm of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kathleen.mackinnon@versaterm.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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Required hardware and software

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