

SOFTWARE SERVICES AGREEMENT

This Software Services Agreement ("Agreement") is entered into as of 07/01/2026 ("Effective Date") by and between GovInvest, Inc., dba TrueComp, of 8605 Santa Monica Blvd., PMB 52465, West Hollywood, CA 90069 ("TrueComp"), and Napa County, of 1195 Third Street, Napa, CA 94559 ("Client").

1. DEFINITIONS

- 1.1 "Authorized Users"** means an employee or contractor of Client that Client has registered with TrueComp.
- 1.2 "Client Data"** means all data, information, and materials provided by Client to TrueComp for use in connection with the Services.
- 1.3 "Confidential Information"** means any business or technical information disclosed by one party to the other party, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary. Confidential Information shall not include information that (a) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (b) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; or (c) is received from a third party without breach of any obligation owed to the disclosing party.
- 1.4 "Documentation"** means the user guides, online help, release notes, training materials, and other documentation provided by TrueComp regarding the Software Services from time to time as published at <https://truecomp.com/training/>.
- 1.5 "Order"** means the Order Form attached hereto as Schedule A.
- 1.6 "Professional Services"** means any consulting, development, customization, configuration, training or other professional services that TrueComp agrees to provide to Client pursuant to the Order.
- 1.7 "Services"** means collectively the Software Services and the Professional Services.
- 1.8 "Software Services"** means the software-as-a-service (SaaS) compensation management platform and related professional services provided by TrueComp as described in the Order.

2. SERVICES AND ACCESS

- 2.1 Access to Software Services.** Subject to the terms and conditions of this Agreement, TrueComp grants Client a non-exclusive, non-transferrable right to access and use the Software Services set forth in the Order during the term of this Agreement solely for Client's own business purposes.
- 2.2 Usage Restrictions.** Client shall not (a) make the Software Services or data obtained in connection therewith available to any third party other than Authorized Users; (b) license, sell, resell, rent, or lease the Software Services; or (c) access or use the Software Services or data obtained in connection therewith, in whole or in part, to build a competitive product or service.
- 2.3 Data Usage.** TrueComp may collect, use and disclose quantitative data and information related to the performance of the Services, for industry analysis, benchmarking, analytics, research and development, marketing and other business purposes (collectively, "Usage Data"). If TrueComp discloses Usage Data, such will be de-identified and aggregated. TrueComp may use compensation information, comparator data, census data, union plan provisions, and/or other information sources accessed via public records and/or provided directly by government agencies to develop the data set for Client. Benchmarking clients will provide compensation information to TrueComp periodically as requested. TrueComp will rely on this information without an audit.
- 2.4 Professional Services.** TrueComp may provide Professional Services to the Client in accordance with the term set forth in the Order.

3. SERVICE LEVEL AGREEMENT (SLA) AND SUPPORT

- 3.1 Availability.** TrueComp will use commercially reasonable efforts to make the Software Services available 24 hours a day, 7 days a week, with a monthly uptime percentage of at least 99%, excluding scheduled maintenance.

- 3.2 Maintenance.** TrueComp will provide at least 48 hours' notice for scheduled maintenance, which will typically be performed during non-business hours.
- 3.3 Support.** TrueComp will provide standard technical support during business hours: 8:00 AM to 6:00 PM (Central Standard Time), Monday through Friday, excluding holidays.

4. RESTRICTIONS AND RESPONSIBILITIES

- 4.1 Restrictions.** Client will not, directly or indirectly:
- (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, underlying structure, ideas, know-how, or algorithms relevant to the Software Services, or any software, documentation, or data related to or used to provide the Software Services;
 - (b) modify, translate, or create derivative works based on the Software Services;
 - (c) use the Software Services for timesharing, service bureau, or outsourcing purposes, or otherwise make the Software Services available to any third party other than Authorized Users;
 - (d) remove, alter, or obscure any proprietary notices, labels, or markings on or within the Software Services; or
 - (e) export or re-export, either directly or indirectly, the Software Services or any component thereof in violation of the export control laws and regulations of the United States or any other applicable jurisdiction.
- 4.2 Client Responsibilities.** Client shall be responsible for: (a) obtaining and maintaining any hardware, software, and ancillary services necessary to access and use the Software Services (collectively, "Equipment"); (b) maintaining the security of the Equipment, Client account, and all associated credentials, including administrative and Authorized User passwords and files; and (c) all activity occurring under Client's account. Client shall promptly notify TrueComp of any unauthorized access to or use of Client's account.
- 4.3 Suspension and Disablement.** TrueComp may suspend access to the Software Services, or remove or disable any Authorized User's account, if:
- (a) TrueComp reasonably believes that a material violation of this Agreement has occurred and such violation has not been remediated within forty-eight (48) hours following written notice from TrueComp specifying the nature of the violation; or
 - (b) Suspension is necessary to address a security vulnerability that TrueComp has discovered or reasonably suspects poses a risk to the Software Services, Client Data, or third parties.
- 4.4 Suspension Notice.** Except in the case of Section 4.3(b), TrueComp will provide Client with no less than forty-eight (48) hours prior written notice before implementing any suspension or disablement.
- 4.5 Billing Disputes.** TrueComp shall not suspend Client's access to the Software Services solely due to a good-faith and timely dispute regarding fees asserted in accordance with Section 6.2.

5. CLIENT OBLIGATIONS

- 5.1 Responsibilities.** Client is responsible for (a) ensuring its Authorized Users comply with this Agreement; (b) the accuracy and legality of Client Data; and (c) using reasonable efforts to prevent unauthorized access to the Software Services.
- 5.2 Cooperation.** Client will provide TrueComp with reasonable access to Client's personnel, systems and Equipment as necessary for TrueComp to perform the Services.

6. FEES AND PAYMENT

- 6.1 Fees.** Client will pay the fees specified in the Order. Unless otherwise stated in the Order, fees are based on Services purchased or provided and not actual usage.
- 6.2 Invoicing.** Fees for Software Services will be invoiced annually in advance. Fee for Professional Services shall be invoiced as provided for in the Order. Software Services are non-cancelable, and fees paid are non-refundable. Client shall notify TrueComp in writing of any disputed amounts within ten (10) days from the invoice date, specifying in reasonable detail the basis for the dispute and failure to do so shall be deemed a waiver of any right to thereafter dispute such invoice. Client shall timely pay all undisputed portions of any invoice in accordance with this Agreement.
- 6.3 Payment Terms.** All amounts invoiced are due and payable within thirty (30) days from the invoice date. Unpaid invoices are subject to a finance charge of 1.5% per month, or the maximum permitted by law, whichever is lower, plus all collection expenses.
- 6.4 Taxes.** Fees do not include any taxes, levies, duties, or similar governmental assessments. Client is responsible for paying all taxes associated with its purchases hereunder, excluding taxes based on TrueComp's net income.
- 6.5 Fee Adjustments.** At least sixty (60) days prior to the expiration of the then-current term, TrueComp shall have the right, upon written notice to Client, to adjust the fees for the Software Services to be effective as of the commencement of the next renewal term. Such adjusted fees shall be binding unless Client elects to terminate this Agreement in accordance with Section 10.1.

7. WARRANTIES AND DISCLAIMER

- 7.1 Limited Warranty.** TrueComp warrants that the Software Services will perform materially in accordance with the Documentation. TrueComp warrants for a period of 90 days following the completion of a Professional Service that the Professional Services were performed with a reasonable level of care and skill and the requirements of the Agreement and the Order. If Client reports a material non-conformity within five (5) days of discovery, TrueComp will correct the non-conformity at no additional charge. If TrueComp is unable to correct the material non-conformity within thirty (30) days from said notice, Client may terminate the applicable Order and receive a pro-rata refund of prepaid fees. This Section 7.1 sets forth Client's exclusive warranties and remedies (and TrueComp's sole liability) in connection with the non-performance or non-conformity of the Services.
- 7.2 Third-Party Items.** Certain commercial third-party software products, hardware products, and services ("Third-Party Items") are contained in or used to deliver the Software Service. Client accepts these Third-Party Supplier Terms by using the Software Service. Third-Party Items are provided to Client "AS IS" and TrueComp makes no warranties and will have no liability for Third-Party Items whatsoever.
- 7.3 No Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TRUECOMP MAKES NO OTHER WARRANTY OF ANY KIND RELATED TO THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TRUECOMP DOES NOT WARRANT THAT ANY SERVICES WILL MEET CLIENT'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION OR ERROR. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. INDEMNIFICATION

- 8.1 By TrueComp.** TrueComp will defend Client against any claim, demand, suit, or proceeding made or brought against Client by a third party alleging that the use of the Software Services infringes or misappropriates such third party's intellectual property rights, and will indemnify Client from any damages, attorney fees, and costs

finally awarded against Client as a result of such claim. The foregoing obligations do not apply with respect to portions or components of the Services (a) not supplied by TrueComp, (b) made in whole or in part in accordance with Client's specifications, (c) that are modified after delivery by TrueComp, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Client's use of the Service is not strictly in accordance with this Agreement.

- 8.2 By Client.** Client will defend TrueComp against any claim, demand, suit, or proceeding made or brought against TrueComp by a third party alleging that Client Data infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify TrueComp from any damages, attorney fees, and costs finally awarded against TrueComp as a result of such claim.

9. CONFIDENTIALITY, DATA SECURITY, AND PROPRIETARY RIGHTS

- 9.1 Confidential Information.** Each party agrees to protect the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like kind, but in no event less than reasonable care.
- 9.2 Compelled Disclosure.** The receiving party may disclose Confidential Information of the disclosing party to the extent compelled by law to do so, provided the receiving party gives the disclosing party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.
- 9.3 Data Security and Privacy.** TrueComp shall maintain a comprehensive information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to protect the security, confidentiality, and integrity of Client Data. Such safeguards shall include, but not be limited to, encryption of Client Data in transit and at rest. In the event of any unauthorized access to or disclosure of Client Data ("Security Breach"), TrueComp shall notify Client within seventy-two (72) hours of becoming aware of such Security Breach and shall comply with all applicable data privacy laws and regulations.
- 9.4 Proprietary Rights.** Client owns and retains ownership of the Client Data and all intellectual property rights related thereto. TrueComp owns and retains ownership of: (a) the Software Services, and all improvements, enhancements or modifications made or suggested by any party; (b) the Usage Data, and any feedback or suggestions provided by Client or Authorized Users regarding the Services; (c) any software, applications, inventions or other technology developed by TrueComp in connection with providing the Services hereunder and (d) all intellectual property rights related to the foregoing.

10. TERM AND TERMINATION

- 10.1 Term.** This Agreement commences on the Effective Date and will continue for an initial term of twelve (12) months unless a different Subscription Term is specified in the Order, in which case such Subscription Term shall apply. This Agreement shall automatically renew for additional terms of twelve (12) months unless a party provides notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then current term.
- 10.2 Termination for Cause.** A party may terminate this Agreement for cause (a) upon 30 days written notice to the other party of a breach of any terms of this Agreement if such breach remains uncured at the expiration of such period except that any payment breach must be cured within ten (10) days from its original due date, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

- 10.3 Effect of Termination.** Upon termination, Client shall cease all use of the Software Services, and TrueComp shall cease providing the Services. Client will pay for all Services provided up to the effective date of termination.
- 10.4 Survival.** Any provisions of this Agreement or Order that must survive in order to be operable, or that are necessary to interpret the parties' rights and obligations, will survive expiration or termination of this Agreement.

11. MISCELLANEOUS

- 11.1 Assignment.** Client may not assign or license any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of TrueComp (not to be unreasonably withheld). TrueComp may assign this agreement upon written notice to Client.
- 11.2 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- 11.3 Publicity.** TrueComp may use Client's name and logo in its marketing materials and customer lists, provided that Client, as a government entity, may be subject to additional restrictions under applicable public records laws and shall not be required to approve any press release that conflicts with such obligations.
- 11.4 Entire Agreement.** This Agreement and the Order constitute the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any inconsistency between this Agreement and the Order, the terms of this Agreement shall control.
- 11.5 Amendment.** No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.
- 11.6 Limitations.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ORDER TO THE CONTRARY NEITHER TRUECOMP NOR ITS AFFILIATES, REPRESENTATIVES AND SUPPLIERS, WILL BE LIABLE TO CLIENT UNDER THIS AGREEMENT FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF TRUECOMP KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE TYPE OF ACTION OR THEORY OF LIABILITY. TOTAL LIABILITY. TRUECOMP'S AGGREGATE LIABILITY FOR ANY BREACH OR OTHER CLAIM UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CLIENT TO TRUECOMP DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 11.7 Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 11.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.
- 11.9 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing to the addresses set forth on the first page of this Agreement; or (c) the first business day after sending by email to the email addresses set forth on the signature page of this Agreement with a confirmation receipt that such email was delivered to the recipient.
- 11.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

- 11.11 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 11.12 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by acts of God, government restrictions, war, terrorism, pandemics, or other causes beyond reasonable control and without the fault or negligence of the party experiencing such delay.
- 11.13 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**Schedule A
Order Form**

Customer Name: Napa County	Subscription Start Date: 07/01/2026
Billing Address: 1195 Third Street, Napa, CA 94559	Subscription End Date: 06/30/2029
Billing Email: rachel.caldwell@countyofnapa.org	Term: 36 months
PO:	Account Executive: Tony Hsu
Payment Terms: Net 30	Offer Valid Until: 06/30/2026

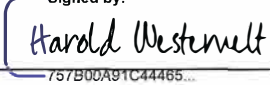
Software Services:

Quantity	Description	Commercial List Price	Customer Price
1	3 Year Subscription for TrueComp Labor Costing Software	\$90,000/yr	Year 1: \$20,607.94 Year 2: \$31,030.40 Year 3: \$35,000

Additional Terms:

Prices shown above are subject to adjustment in accordance with the Agreement.

Prices shown above do not include any applicable taxes. Any such taxes are the Client's responsibility. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Billing Address provided by Client on this Order Form.

Napa County		GovInvest, Inc. d.b.a TrueComp	
Name		Name	Harold Westervelt
Title		Title	Chief Executive Officer
Signature		Signature	Signed by:  757B00A91C44465...
Date		Date	7/3/2026

APPROVED AS TO FORM
 Office of County Counsel
 By: 
 Date: 07-02-26

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: _____

