



## **HOSTED SERVICE AGREEMENT**

This agreement, between Agiloft, Inc., located at 460 Seaport Court, Suite 200, Redwood City, California, 94063, and the individual or non-individual legal entity agreeing to the terms herein, creates certain rights and responsibilities. If you execute this agreement on behalf of a non-individual legal entity such as a company, you claim the authority to bind such legal entity to the terms of this Agreement. **By executing this Agreement, whether by signature, by clicking a box online, or by any other legally recognized method, you represent and warrant that you have read and understood it, you have the authority to bind your company or organization to its terms and conditions and you agree to its terms.**

### **Table of Contents**

1. Definitions
2. On-Premise Service
3. Our Obligations
4. Restrictions on Use
5. Other Applications
6. Fees and Payment
7. Proprietary Rights and License Grants
8. Confidentiality
9. Warranties, Exclusive Remedies and Disclaimers
10. Mutual Indemnification
11. Mutual Limitation of Liability
12. Renewals and Termination
13. Governing Law and Jurisdiction
14. General Provisions

### **1. DEFINITIONS**

**"Agreement"** - this Hosted Service agreement.

**“Corrections”** - any corrections, changes, or workarounds we may provide you for any defects, errors, or malfunctions in our Software Product or systems.

**“Documentation”** - our online user guides, documentation, and help and training materials, including courses, quizzes and videos.

**“Edition”** - the specific package of the Agiloft product licensed, which determines the available license types and features.

**“Force Majeure”** - events beyond our control, such as an act of God or act of government, including but not limited to flood, fire, earthquake, civil unrest, act of terror, provider strike or other labor problem, internet service provider failure or delay, or denial of service attack.

**“Hosted Service”** - the hosting infrastructure, access and services related to the online delivery of the Software Product, or any part thereof.

**“Malevolent Code”** - code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**“On-Premise Service”** - the provision of licenses, support, and upgrades for the Software Product installed on your servers.

**“Other Applications”** - any on or offline software application created or provided by you or any party other than Agiloft, that interoperates with our Software Product or Hosted Service.

**“Premium Support”** - Standard Support plus round the clock telephone support for critical issues, priority queue and case routing, annual performance review, and a designated service representative.

**“Quote”** - the ordering documents specifying the pricing terms for the Software Product, Hosted Service, and Standard or Premium Support Service and other services as applicable provided by us to you, including any addenda and supplements thereto.

**“Software Product”** - any computer programs, applications or scripts created by us and used or accessed by you, directly or indirectly, including all functionality described in the Documentation, or any part thereof.

**“Standard Support”** - the support services provided to all Hosted Service customers.

**“User”** - an individual authorized to use our Hosted Service, Software Product or Support Service.

**“We,” “we,” “Us,” “us,” “Our,” or “our”** - Agiloft, Inc.

**“You,” “you,” “Your,” or “your”** - the company or other legal entity represented by the person executing the Agreement, as well as affiliates of that company or entity.

**"Your Data"** - any electronic data or information supplied by or for you and not part of our Software Product or Hosted Service, that is submitted, collected, processed or managed by or for you in conjunction with your use of the Hosted Service, Software Product, or Standard or Premium Support.

**"Your KnowledgeBase"** - your data and the configuration of business rules, workflows and other database attributes created or modified for you.

[Back to Top](#)

## **2. ON-PREMISE SERVICE**

**2.1 Special Terms.** You may choose to install the Software Product on your own server(s) rather than on ours, as part of our On-Premise Service. If you choose to use On-Premise Service, all the terms and conditions in this Agreement, including those specifically referring to Hosted Service, apply to you, with the exception of §§3.1 and 3.2(b).

[Back to Top](#)

## **3. OUR OBLIGATIONS**

**3.1. Hosted Service.** We will make the Hosted Service available to you pursuant to this Agreement, at the rates set out in the applicable Quote.

As part of the Hosted Service, we will take all reasonable measures to keep uptime at or above 99.9% (ninety-nine and nine tenths percent). If, due to our error, our hosted servers are down more than .1% (one tenth of one percent) in a given month, you will be entitled to receive a 50% (fifty percent) credit for that month. If, due to our error, our hosted servers are down more than .5% (one half of one percent) in a given month, you will be entitled to receive a 100% (one hundred percent) credit for that month.

In no event will you be entitled to a refund for downtime caused by regular maintenance (normally conducted during the hours of 9 p.m. – 4 a.m., Pacific Time), or a Force Majeure.

**3.2. Software Product and Upgrades.** We will grant you licenses to use our Software Product pursuant to this Agreement, at the rates set out in the applicable Quote. We are constantly improving our Software Product and want you to benefit from such improvements. To that end, we will:

- a) Provide you with corrections, changes, or workarounds ("Corrections") for any significant defects, errors, or malfunctions in our Software Product or systems, on a timely basis, given the nature and scope of the defect.
- b) Install upgrades of our Software Product to the hosted servers as soon as practical after they become available. We will promptly notify you of any upgrades that will significantly affect your program functionality.

- c) Make release notes available and identify any significant impact upgrades may have on existing customizations.
- d) Make available to you any revisions to the system Documentation developed to reflect upgrades and improvements to the Software Product.

**3.3. Technical Support.** We will provide our Standard Support to you at no additional charge or our Premium Support at the rates set out in the applicable Quote. As part of the Standard Support, we will:

- a) Provide you with support for the most recent release of our Software Product. Following any new release, we will also provide you with support for the immediately prior version of our Software Product for four months.
- b) Our Standard Support covers support on standard functionality and Software Product defects. It does not include the provision of customization advice or consulting services. Neither does it cover problems caused by your system administrator, such as your accidental or inadvertent destruction of your own data, or a Force Majeure.
- c) Further details of our Standard and Premium support services are incorporated and attached as Exhibit A.

**3.4. Consulting Services.** We will provide Consulting Services as specified in an applicable Quote.

**3.5. Protection of Your Data.** We will take organizational, physical, and technical precautions to protect the security of Your Data, as described in the Documentation. Those precautions will include measures for preventing access, use, modification or disclosure of Your Data by our employees and contractors except (a) to provide the Hosted Service and prevent or address service or technical problems, (b) as compelled by law in accordance with §8.4 (Compelled Disclosure) below, or (c) as you expressly permit in writing.

[Back to Top](#)

## **4. RESTRICTIONS ON USE**

**4.1 Usage Limits.** Our Software Product is subject to usage limits, including those based on the Edition and limits on the number and type of licenses purchased. The applicable Quote will specify the Edition and the permitted number of licenses of each type and their appropriate usage, and you agree to stay within the license restrictions. If you exceed a contractual usage limit, we may work with you to seek to reduce your usage so that it conforms to that limit. If, notwithstanding our efforts, you are unable or unwilling to abide by a contractual usage limit, you agree to pay for the additional necessary licenses or services promptly upon our providing you with a new Quote, and/or pay any invoice for excess usage in accordance with §6.2 (Invoicing and Payment).

**4.2 Usage Control.** You will be responsible for user compliance with this Agreement, as well as the accuracy, quality and legality of Your KnowledgeBase, including the means by which you acquire Your Data. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of our Hosted Service or Software Product, and to notify us promptly of any such unauthorized access or use. You agree to use our Hosted Service and Software Product only in accordance with the Quote, the Documentation and applicable laws and government regulations. It is your responsibility to comply with any terms of service for Other Applications which you use in conjunction with our Hosted Service or Software Product.

**4.3 Usage Restrictions.** You will not (a) make any Hosted Service or Software Product available to, or use any Hosted Service or Software Product for the benefit of, anyone other than you or users, or (b) sell, resell, license, sublicense, distribute, rent or lease the Hosted Service or Software Product. You will not use Your KnowledgeBase or the Hosted Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or material in violation of third-party privacy rights, to store or transmit Malevolent Code, to interfere with or disrupt the integrity or performance of any Hosted Service or data not belonging to you, or attempt to gain unauthorized access to any Hosted Service or Software Product or its related systems or networks.

You will not use Your KnowledgeBase or the Hosted Service to circumvent a contractual usage limit, or to copy the Hosted Service or any part thereof, including a feature, function or user interface, except as permitted in writing by us. You will not frame or mirror any part of any our Hosted Service or Software Product, other than framing on your own intranets or otherwise for your own internal business purposes or as permitted in the Documentation. You may not access any Hosted Service or Software Product in order to build a competitive product or service, or reverse engineer any Hosted Service, KnowledgeBase or Software Product (to the extent such restriction is permitted by law).

**4.4 Test Licenses.** You may wish to purchase test licenses for use in development and testing. Any additional fees associated with such licenses will be set forth in the Quote.

**4.5 External-Facing Hosted Service Behavior.** You and your Users are solely responsible for complying with applicable law in any use of cookies or other tracking technologies, as well as the U.S. Digital Millennium Copyright Act. In addition, if You or your Users engage in any of the following activities, you may be deemed in material breach of this Agreement:

- a) You may not use or allow the use of the Hosted Service to display, store, process or transmit: corrupted files, hoaxes, frauds such as pyramid schemes or any other items of a destructive or deceptive nature; material that infringes or misappropriates a third party's intellectual property or proprietary rights; that violates a third-party's privacy rights; that violates applicable law; that is excessively profane; that is hateful or violent; that advocates racial or ethnic intolerance; that is intended to advocate or advance computer hacking or cracking; illegal software; Malevolent

Code; or any other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any other third-party rights.

- b) You may not use, or allow anyone else to use the Hosted Service to: generate or facilitate unsolicited commercial email (spam). Spam activity includes, but is not limited to: sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law; imitating or impersonating another person or email address, creating false accounts for the purpose of sending spam; mining or harvesting any web property (including any data not belonging to you) to find email addresses or other user account information; sending unauthorized mail via open, third-party servers; and sending email to users who have requested removal from a mailing list.
- c) You may not use, or allow anyone else to use, the Hosted Service in connection with illegal peer-to-peer file sharing; to engage in or promote gambling, to run a gambling operation; to sell, distribute or export prescription drugs or other controlled substances; to sell, distribute or promote drug paraphernalia; to corrupt minors; or to access any other service or website, directly or indirectly, in a manner that violates the terms for use of or access to such service or website.

**4.6. Removal of Software Product and Other Applications.** If a third party contends that any content in our Hosted Service or Software Product violates applicable law or third-party rights, and if we are directed to remove such content in our Software Product or Hosted Service, we will remove such content as soon as practical in an upgrade to our Software Product. If we receive information that integration with any Other Application may violate the terms set out in this §4 or applicable law or third-party rights, and if we so notify you, you will promptly disable or modify such integration with the Other Application to resolve the potential violation. If you do not take the actions described in this subsection, we may disable your use of the applicable Software Product, Hosted Service or Other Application, or any part of any of these, until the potential violation is resolved.

**4.7 Export Compliance.** Our Hosted Service, Software Product, other technology we make available to you, and any derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit users to access or use any Hosted Service or Software Product in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

**4.8 Anti-Corruption.** You agree that You have not received, been offered, solicited, or accepted any illegal (in accordance with applicable State and Federal law) or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement.

**4.9 Anti-Terrorism.** Neither Party is in violation of any U.S. Anti-Terrorism (including applicable Executive Orders) or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

## **5. OTHER APPLICATIONS**

**5.1 Acquisition of Other Applications and Hosted Service.** Any rights or obligations associated with the acquisition by you of other applications, products or services, and any exchange of data between you and any third party provider, are held between you and that provider. We do not warrant or support Other Applications.

**5.2 Other Applications and Your KnowledgeBase.** If you install or enable any Other Application for use with our Hosted Service or Software Product, you may be required to grant permission to the provider of that Other Application to access Your KnowledgeBase as required for the interoperation of that Other Application with the Hosted Service or Software Product. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access by any Other Application.

**5.3 Integration with Other Applications.** The Hosted Service or Software Product may contain features designed to interoperate with Other Applications. To use such features, you may be required to obtain access to Other Applications from their providers, and may be required to grant us access to your account(s) for the Other Applications. If the provider of the Other Application ceases to make the Other Application available for interoperation with the corresponding Hosted Service or Software Product on reasonable terms, or changes the API in a manner which breaks the integration with the Software Product or Hosted Service, you will not be entitled to any refund, credit, or other compensation.

[Back to Top](#)

## **6. FEES AND PAYMENT**

**6.1 Fees.** You agree to pay all fees as set out in the applicable Quote Except as otherwise stated herein, you agree that fee payment obligations are non-cancelable and fees paid are non-refundable. You understand that licenses and services purchased can be increased at any time but cannot be decreased until the end of the applicable term.

**6.2 Invoicing and Payment.** You will provide us with a valid purchase order or alternative payment authorization documents acceptable to us. We accept ACH, wire transfers, checks, credit card, and P-Card payments. If you opt for credit card or P-Card payment, you authorize us to charge such card for our Hosted Service and Software Product as set out in the Quote for the initial term and any authorized renewal term(s) as described in §12.2 (Renewals) and §12.4 (Termination). All credit card and P-Card payments will be subject to a three percent (3%) service fee. We will invoice you in accordance with the relevant Quote.

**6.3 Payment Due Dates.** Unless otherwise stated in the Quote, invoiced charges are due 60 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.

**6.4 Overdue Invoices.** If any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

**6.5 Suspension of Service and Acceleration.** If any amount owed by you for our Hosted Service is 30 (thirty) or more days overdue, we may, without limiting our other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend our Hosted Service to you until such amounts are paid in full. We will give you at least 10 days' prior notice that your account is overdue, in accordance with §13.1 (Manner of Giving Notice), before suspending Hosted Service to you.

**6.6 Payment Disputes.** We will not exercise our rights under §6.4 (Overdue Charges) or §6.5 (Suspension of Hosted Service and Acceleration) above if you are disputing the relevant charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**6.7 Taxes.** You are responsible for paying any required taxes not invoiced by us for any purchase under this Agreement.

**6.8 Prospective Functionality.** You acknowledge that your purchase of our Hosted Service or Software Product is not contingent on the delivery of any prospective functionality or features, or dependent on any oral or written comments made by us regarding future functionality or features.

[Back to Top](#)

## **7. PROPRIETARY RIGHTS AND LICENSE GRANTS**

**7.1 Reservation of Rights.** Our Software Product is protected by domestic and international intellectual property laws and treaties, including copyright laws. Our Software Product is licensed, not sold. Whether you have paid for your licenses or not, you may only access and use our Software Product in accordance with this Agreement. Subject to the limited rights expressly granted hereunder, we reserve all of our right, title and interest in and to the Hosted Service and Software Product, including all of our related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

**7.2 License by us to use our Software Product.** We grant to you a specific number of limited, non-exclusive, non sublicensable, non-transferable licenses, to use our Software Product pursuant to the applicable Quote, subject to that Quote and this Agreement.



**7.3 License by you to Host Your KnowledgeBase.** You grant us a limited term license to host your KnowledgeBase, and any Other Applications and program code created by or for you, as necessary in conjunction with your use of our Hosted Service. Subject to the limited licenses granted herein, we acquire no right, title or interest in or to Your KnowledgeBase, Your Data, or any Other Application.

**7.4 License by you to use your Feedback.** Subject to the restrictions on Confidential Data, you grant to us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Hosted Service any suggestion, enhancement request, recommendation, or other feedback provided by you or your Users relating to the operation of the Hosted Service.

**7.5 Federal Government End use Provisions.** We provide the Hosted Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Hosted Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

**7.6 Third Party Software.** Our Software Product may contain software which originated with third parties, and without limiting the general applicability of the other provisions of this Agreement, you agree: (a) the right, title and interest to any third-party software incorporated in the Software Product remains with the third-party, which supplied the same; and (b) you will not distribute, disseminate, or otherwise provide any such third-party software available with the Software Product, in any manner, outside the scope set forth in this Agreement.

[Back to Top](#)

## **8. CONFIDENTIALITY**

**8.1 Definition.** "Confidential Information" is all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, either expressly designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, business information or ideas, trade secrets, proprietary data, personnel data, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, business plans, prospect names, business opportunities, confidential business reports, customer lists, data or contracts, computer software usage, technical reports on products and services, product data or specifications, technical

know-how, formulae, diagrams, flow charts, drawings, source code, object code, program listings, test results, processes, inventions, research projects or product development.

**8.2 Exceptions.** Confidential Information will remain the exclusive property of the Disclosing Party, unless and until the Receiving Party can prove that it (a) became publicly known through no fault of the Receiving Party, (b) was properly and lawfully known to Receiving Party, without restriction, prior to disclosure by the Disclosing Party, (c) became properly and lawfully available to Receiving Party through a third party, or (d) was independently developed by Receiving Party.

**8.3 Standard of Protection.** Receiving Party will hold in confidence and not disclose Confidential Information to anyone, except as necessary to carry out the terms of this Agreement, or as authorized by the Disclosing Party in writing, and agrees to limit access to Confidential Information of the Disclosing Party to employees and contractors of the Receiving Party who have signed confidentiality agreements containing protections no less stringent than those herein.

**8.4 Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, Receiving Party agrees to give Disclosing Party prompt notice of the compelled disclosure. Receiving Party further agrees to give reasonable assistance to Disclosing Party, to the extent legally permitted, and at Disclosing Party's cost, in any contest by Disclosing Party to the compelled disclosure.

[Back to Top](#)

## **9. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

**9.1 Representations.** Each party represents that it has entered into this Agreement in good faith and has the legal power to do so.

**9.2 Unconditional Satisfaction Guarantee.** We offer a 90 (ninety) day, full money-back guarantee on our Hosted Service, Software Product and Agiloft implementation services. If you are not absolutely delighted, you may cancel the Hosted Service for any reason within 90 days of your initial purchase order. Unless specifically excluded in the Quote, this guarantee covers the software and all consulting services directly related to the Agiloft implementation. If you request services that are not directly related to Agiloft, such as cleaning up your data for import, these may not be included in the guarantee; however, any such exceptions will be spelled out in the Quote. To cancel the order and receive a complete refund of any fees paid, please notify us per §13.1.

**9.3 Limited Warranties.** We warrant that we will not materially decrease the overall security of the Hosted Service during the applicable term; that the Hosted Service will perform materially in accordance with the applicable Documentation, that, subject to §5.3 (Integration with Other Applications), we will not materially decrease the functionality of the Hosted Service during the current term, and that the

Hosted Service and Software Product will not introduce Malevolent Code into your systems. For any breach of the warranties described in this subsection, your exclusive remedies are those described in §12.4 (Termination) and §12.5 (Refund or Payment upon Termination).

**9.4 Mutual Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, OUR SOFTWARE PRODUCT, ANY THIRD PARTY SOFTWARE, OR HOSTED SERVICE ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER OR NOT EXPRESS, IMPLIED, STATUTORY NOR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SOFTWARE OR HOSTING PROVIDERS. WE MAKE NO REPRESENTATION AND WARRANTY WHATSOEVER WITH RESPECT TO THIRD PARTY SOFTWARE INCORPORATED INTO THE SOFTWARE PRODUCT.

[Back to Top](#)

## **10. MUTUAL INDEMNIFICATION**

**10.1 Our Indemnification of You.** Subject to the limitations set forth above in Paragraph 9, we will defend you against any claim, demand, suit or proceeding made or brought against you by a third party alleging that your use of our Software Product or Hosted Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify you from any damages, attorney fees and costs finally awarded against you as a result of such a claim against you, or for amounts paid by you under a settlement approved by Us in writing of such a claim, provided you (a) promptly give us written notice of such a claim, (b) give us sole control of the defense and settlement of such a claim, except that we may not choose to settle any such claim unless it unconditionally releases you of all liability, and (c) give us all reasonable assistance, at our expense.

If we receive information about an infringement or misappropriation claim related to our Software Product or Hosted Service, we may choose, in our discretion and at no cost to you, to (a) modify our Software Product or Hosted Service so that it no longer infringes or misappropriates, without breaching our warranties under §9.3 (Limited Warranties), (b) obtain a license to allow for your continued use of our Software Product or Hosted Service in accordance with this Agreement, or (c) terminate your use of our Software Product or Hosted Service upon 30 (thirty) days' written notice and refund you any prepaid fees covering the remainder of the term. The above defense and indemnification obligations do not apply to the extent a claim against you arises from alleged infringement or misappropriation in Your KnowledgeBase, any Other Application or your breach of this Agreement.

**10.2 Your Indemnification of Us.** You will defend us against any claim, demand, suit or proceeding made or brought against us by a third party alleging that Your KnowledgeBase, or your use of our Hosted

Service or Software Product in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify us from any damages, attorney fees and costs finally awarded against us as a result of such a claim, or for any amounts paid by us under a settlement approved by You in writing, of such a claim against us, provided we (a) promptly give you written notice of such a claim against us, (b) give you sole control of the defense and settlement of such a claim against us, except that you may not settle any such claim against us unless it unconditionally releases us of all liability, and (c) give you all reasonable assistance in the defense of such a claim against us, at your expense.

**10.3 Exclusive Remedy.** This §10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this §10.

[Back to Top](#)

## **11. MUTUAL LIMITATION OF LIABILITY**

**11.1 Limitation of Liability.** EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU UNDER THIS AGREEMENT, INCLUDING ANY RENEWAL, PREDECESSOR OR SUCCESSOR AGREEMENTS, FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR HOSTED SERVICE).

**11.2. Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR INDIRECT, SPECIAL, INCIDENTAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

[Back to Top](#)

## **12. RENEWALS AND TERMINATION**

**12.1 Term of Agreement.** This Agreement commences on the date you first accept it and continues for one year, or as otherwise set forth in the Quote, unless terminated.

**12.2 Renewal.** We will send you an invoice for renewal at least 45 (forty-five) days in advance of the expiration date of this Agreement, at the then-prevailing price for the licenses and services then being provided to you unless We provide our intent to not renew the Agreement, such notice to be at least one hundred and eighty (180) days prior to the expiration date. The Agreement will renew for another term of the same length upon your payment of the renewal invoice. If your payment is late, the Agreement will be renewed retroactively as of the date of expiration and all of its provisions shall be deemed to have been in effect continuously since that time. License renewals per license and service prices will be the same as that of the immediately prior term unless we notify you in writing of a price increase, which we will do at least 90 (ninety) days before expiration. Such price increases will not exceed 5% (five percent) per year since the last price increase or start of service, whichever is later, unless the previous pricing was designated as special or one-time pricing.

**12.3 Increases and Decreases.** You may purchase additional licenses or services at any time, and the additional costs associated with these purchases will be based on current pricing, pro-rated to the end of your current contract term. Decreases in service or the number of licenses must be made at the end of your current term, and any renewal for a decrease in licenses will be based on current pricing without regard to prior per-license pricing.

**12.4 Termination.** A party may terminate this Agreement for cause (a) upon 30 (thirty) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a bankruptcy petition or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (c) terminated by Customer as a result of purchasing On-Premise licenses, or (d) by Customer as a result of selecting the ninety (90) day satisfaction guarantee, as described in §9.2.

**12.5 Refund or Payment upon Termination.** If this Agreement is terminated by you in accordance with §12.4 (Termination), we will refund you any prepaid fees covering the remainder of the term after the effective date of termination. If this Agreement is terminated by us in accordance with §12.4, you will pay any unpaid fees for service up through the termination date. Unless you are entitled to a complete refund under the Money Back Satisfaction Guarantee as described in §9.2, termination will not relieve you of your obligation to pay any fees due us for the period prior to the effective date of termination.

**12.6 Data Portability and Deletion.** Your complete Data may be exported by you at any time while this Agreement is in effect, using the standard administrative interface. Upon written request by you made within 30 (thirty) days after the effective date of termination or expiration of this Agreement, we will make Your Data available to you for export or download as provided in the Documentation. After that 30-day period, we will have no obligation to maintain or provide Your Data, and will delete or destroy all copies of Your Data in our systems or otherwise in our possession or control as provided in the Documentation, unless prohibited by applicable law from doing so.

**12.7 Surviving Provisions.** The sections titled "Fees and Payment" "Proprietary Rights and Licenses," "Confidentiality," "Warranties, Exclusive Remedies and Disclaimers," "Mutual Indemnification," "Mutual Limitation of Liability," "Renewals and Termination," "Data Portability and Deletion," "Governing Law and Exclusive Jurisdiction," and "General Provisions" will survive any termination or expiration of this Agreement.

[Back to Top](#)

### **13. GOVERNING LAW AND EXCLUSIVE JURISDICTION**

**13.1 Manner of Giving Notice.** All notices, permissions and approvals given under this Agreement shall be in writing and shall be deemed to have been provided upon: (a) personal delivery, (b) the second business day after first class mailing, or (c) one day after receipt of an email sent to the email address of notice, or (d) one week after international express mailing. All notices to us shall be addressed to Accounts Payable, Agiloft, Inc., 460 Seaport Court, Suite 200, Redwood City, CA 94063 or [accounting@agiloft.com](mailto:accounting@agiloft.com). Billing-related notices to you shall be addressed to the relevant billing contact or email address designated by you. All other notices to you shall be addressed to the Hosted Service system administrator designated by you.

**13.2 Consent to Governing Law and Exclusive Jurisdiction.** Each party agrees to the applicable governing law of the following jurisdictions, without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of their courts as follows:

- a) Each Party agrees to participate, in good faith, in informal and confidential dispute resolution prior to bringing any claim against the other in a court of competent jurisdiction.
- b) If you are located in the United States, or anywhere not specifically identified in this subsection 13.2, this Agreement shall be governed by the laws of the State of California, and adjudicated in the state courts located in San Mateo County, California, or if required by law, the federal courts of the Northern District of California.
- c) If you are located in Europe, including Greenland, in the Middle East or in Africa, this Agreement will be governed by the laws of England, and adjudicated in the courts located in England. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a party to this Agreement.
- d) If you are located in Asia (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan) or in the Pacific Rim, this Agreement will be governed by the laws of the Republic of Singapore and adjudicated in the courts of the Republic of Singapore. The parties to this Agreement do not intend that any of its terms shall be

enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) (Singapore) by any person not a party to this Agreement.

[Back to Top](#)

## **14. GENERAL PROVISIONS**

**14.1 Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

**14.2 Order of Precedence.** In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement, (2) the applicable Quote and (3) the Documentation.

**14.3 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withheld.

**14.4 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.

**14.4 Prevailing Party.** In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

**14.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

**14.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

[Back to Top](#)

## **Exhibit A – Additional Terms of Standard and Premium Support**

### **1. SUPPORT ACCESS**

- a) We shall maintain a technical support telephone number in Redwood City, California, US, which will be staffed by knowledgeable employees capable of providing technical assistance regarding the Software Product, its functionality, operations, and supporting documentation. Such telephone assistance will be available to you Monday-Friday, 7:30 am to 8:00 pm EST except holidays.
- b) We will also offer 24 hour / 7 day Web-based customer support. You will be provided with customer logins to our support KnowledgeBase and may submit inquiries and search for answers to FAQs at [http://www.agiloft.com/support\\_login.htm](http://www.agiloft.com/support_login.htm). You will be notified via email or telephone as support tickets move through the process to resolution.
- c) Telephone calls may be logged in our Web-based customer support system, depending upon the content of the call and whether or not an immediate resolution is provided.
- d) Your personnel may be permitted to view all support tickets from all of your employees or just to view tickets submitted by them individually. Your customers are not provided with support logins, nor should they seek direct support from us.

### **2. PROBLEM CLASSIFICATION**

Support tickets are placed into three general categories as follows:

- Support Issue - a question about standard Agiloft functionality that does not involve changes to the core Software Product, although it may involve changes to the configuration made by the administrator using their browser
- Enhancement Request - request to add functionality to the core Software Product
- Bug - a defect in the core Software Product

Support Issues can generally be resolved by your administrator within a few hours of submission based on advice provided by support staff. Enhancement requests may be scheduled at our discretion, based on the perceived usefulness of the request for other customers. Note that enhancement requests may also be performed as paid custom development at your request, should we choose not to incorporate them as a general enhancement.

We shall respond to and use reasonable commercial efforts to resolve issues deemed to be Bugs in accordance with the priority levels indicated below, which priority levels shall be determined in good



faith by Customer. Because it is usually possible to accomplish the same task in more than one way in Agiloft, we are often able to provide reasonable workarounds to any functional bugs.

### 3. PRIORITY RESPONSE TIMES FOR PROBLEMS

The following Investigation Response Times and Target Resolution times are for handling issues that have been classified as Bugs. Unless the customer has purchased Premium Support with 24/7 Phone Access as detailed at <http://www.Agiloft.com/support-plans.htm>, the hours during which Provider is obligated to work on problem resolution are restricted to standard business hours, which are from 7:30 am to 8:00 pm EST, Monday through Friday, except on federal holidays.

If a priority 1 issue is submitted during standard business hours, we will continue working on it outside of those hours until resolved, provided the resolution is within our control (i.e. we are given necessary access to an in-house server and customer personnel are available as needed). We will use our best commercially reasonable efforts to meet the response times and resolution targets set forth in this Section.

Priority	Description	Investigation Response Time	Target Resolution/ Workaround Time
1 - System Down	The production system is rendered inoperable due to a system software failure	30 minutes	30-60 minutes – we will assign as many engineers and/or support staff as needed 24/7 until the problem is resolved.
2 - Critical	A major program function is affected by a software failure, so that customers are adversely affected	60 minutes	1-2 hours – we will assign as many engineers and/or support staff as needed along with the best workaround available.
3 - High	A minor program function is affected by a software error, resulting in diminished productivity, or a problem occurs infrequently, or a workaround has been provided.	4 hours	If a workaround can be provided, the correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a week.
4 - Medium	A desired new functionality is not working as expected, or a problem occurs that is not	8 hours	If a workaround can be provided, any correction will be scheduled for the next regular

Priority	Description	Investigation Response Time	Target Resolution/ Workaround Time
	readily reproducible, or a workaround has been provided.		upgrade. If not, a correction will typically be provided within a month.
5 - Low	An issue with negligible impact or a documentation or how-to question	24 hours	If a workaround or answer can be provided, the correction may be made at discretion of Provider, based on its relevance to other customers.

For timely resolution, particularly of Level 1 or 2 issues, you are requested to provide admin login access and root access to your system. The refusal to provide such access will negate our obligation to meet the expected resolution times, since in our experience, most problems are caused by a specific configuration on a specific server, and may not be reproducible elsewhere.

#### 4. EXCLUSIONS

Standard Support is intended to cover standard functionality and software defects. It does not include the provision of customization advice and consulting services. If the issue is specific to the particular configuration of the customer KnowledgeBase or requires that we access and review the customer KnowledgeBase in order to provide a solution, it is classified as Consulting and is not covered under the support contract. (In much the same way, Microsoft support covers generic Word functionality, but does not include advice on plot changes to a novel written using Word). Consulting may be purchased separately at the current price quoted at our website at <https://www.Agiloft.com/consulting.htm>.

Problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to our obligation to provide Support Services:

- a) failure of server hardware or equipment not owned or directly controlled by Agiloft;
- b) failure of telecommunications or internet hardware or equipment not owned or directly controlled by Agiloft;
- c) failure resulting from errors made by the customer's system administrator;
- d) irreversible destruction of data caused by direct actions taken by customer;
- e) Force Majeure.

## **5. PREMIUM SUPPORT**

Premium support includes all Standard Support services as well as:

- Round the clock telephone support for critical issues
- Priority on resolving support tickets
- Annual performance and usage review and analysis
- The appointment of a designated customer service representative

## **6. COVERAGE AND ADDITIONAL USERS**

This Agreement, to remain valid, must include all licensed users purchased. As new licenses are purchased, the support fee for the new users must be pro-rated to the end of the current contract period, and such fees must be paid within the standard payment terms as set out in the Quote for this Agreement to remain in effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: \_\_\_\_\_ BY \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

AGILOFT, INC.

Date: 4/18/18 By Patricia Potts  
TITLE VP, Sales

Date: 4/18/18 By Bridget Conrad  
TITLE CFO

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form  
County Counsel

By [Signature] 2016304  
Deputy

Date 4/20/18



EXHIBIT A

460 Seaport Court, Suite 200, Redwood City, CA 94063  
Phone: 650-587-8615 | Fax: 650-745-1209

## Quotation for County of Tulare

**Date Submitted:** March 22, 2018

**Expiration Date:** After 30 days

**Submitted To:** Cher Castellini

**Phone:** 559-624-7363

**Email:** SMCastellini@tularehhsa.org

**Submitted By:** Jim Raley

**Phone:** 650-587-8615 Ext.732

**Email:** jim.raley@agiloft.com

Thank you for your interest in Agiloft services.



# TABLE OF CONTENTS

---

Executive Summary .....	2
Agiloft Editions with CLM .....	2
License Types.....	3
Assigned Power Users .....	3
Floating Power Licenses .....	3
Unlimited End Users .....	3
Pricing .....	4
Test Package – Additional Instance for Development and Testing.....	6
Volume Discounts.....	6
Consulting Services.....	7
Consulting Quotes .....	7
Implementation.....	8
Functionality Overview .....	9
Support Services.....	11
Hosting Infrastructure .....	12
Security.....	12
Agiloft Satisfaction Guarantee .....	13



## EXECUTIVE SUMMARY

---

Agiloft, Inc. ("Agiloft") is pleased to present this quote to County of Tulare in support of achieving an extensible functional system.

This is a quotation for Agiloft with CLM, a special version that includes the full features for Contract Lifecycle Management (CLM).

The software licenses also include access to all other Agiloft functionality and modules, with the exception of License Lifecycle Management (LLM). Software companies interested in Agiloft's LLM module for streamlining license generation and renewals should contact Agiloft for pricing information.

## Agiloft Editions with CLM

---

There are three pricing editions available for Contract Lifecycle purchases of Agiloft, shown below. These include different features and available license types. This quotation includes pricing for the Professional Unlimited with CLM Edition.

Both SaaS/Hosted Service and On-Premise installation are available as an annual subscription at the same price.

Professional with CLM \$65/assigned user/month	Professional Unlimited with CLM \$95/assigned user/month	Enterprise with CLM \$120/assigned user/month
All Agiloft core features plus: <ul style="list-style-type: none"><li>Contract Comparison</li><li>Contract Print Templates/Authoring</li><li>Approval Workflows</li><li>Clause Library</li><li>DocuSign and Adobe Sign</li><li>SaaS includes 3 GB data storage per license</li></ul>	Professional features plus: <ul style="list-style-type: none"><li>Multi-Language Support</li><li>Unlimited Contract Requesters</li><li>Unlimited Contract Viewers</li><li>Vendor Portals</li><li>Employee Portals</li><li>SaaS includes 5 GB data storage per license</li></ul>	Professional Unlimited features plus: <ul style="list-style-type: none"><li>Web Services API</li><li>REST API</li><li>Python Scripting</li><li>Perl Scripting</li><li>JSON Integration</li><li>SaaS includes 8 GB data storage per license</li></ul>

## License Types

---

### Assigned Power Users

---

This is our main license type. An Assigned Power User is used by someone who regularly works in the staff interface of the system, for instance as a contract manager, sales person, project manager, approver, or marketing director – essentially a user who has the authority to work on and edit other people's records as well as his/her own. Assigned Power User licenses are tied to a user, but if the user does not login for 30 days, they are automatically freed up. They can also be manually reassigned if an employee leaves the company, and are available for reassignment 24 hours after being freed up.

### Floating Power Licenses

---

A Floating Power License is best used by staff users who are infrequent system users. Managers, contract approvers, executives, or others may log in for brief periods to create, view, or edit requests or approvals, or run reports. They have the same privileges as an Assigned Power User, but the floating power license they are using is freed up as soon as they logout, so another staff person may use it.

If you purchase five Floating Power Licenses, up to five people who do not have an assigned license may be logged in at the same time, and when one person logs out, the license is freed up after two minutes so another user can login and use that license.

The cost of a Floating Power License is substantially (3 times) higher than that of an Assigned Power User license. This license may be a cost effective option when the number of infrequent users is more than three times the number that need concurrent access.

The Floating Power License is also cost effective for large numbers of users who need power user access, when the maximum user who need to be in the system at the same time is less than 1/3 of the total number of users. For example, in a large organization, 40 floating power licenses may be a sufficient pool to support 300 power users, making floating power licenses a good option.

### Unlimited End Users

---

We also offer a license for an unlimited number of end users which provides access to the built-in, customizable End User Portal. End users may be internal employees or external vendors who access the system through a vendor portal.

End Users interact with the system only through the simplified end user interface, and they do not have access to charts and reports (though they can receive scheduled charts and reports via email). They can create tickets or requests and view any records they are permitted to view. Their edit permissions are strictly limited to editing records they own, such as their requests.

- In a Service Desk deployment, end users would typically be the customers or internal employees submitting tickets to the system.
- In a Contract Management deployment, end users would typically be “customers” requesting contracts, such as employees or vendors, or employee users viewing contract data and files based on their permissions settings. They are not working on the contract requests – contract managers and approvers are power users.



## Pricing

---

Both SaaS/Hosted Service and On-Premise installation are available as an annual subscription at the same price.

- The subscription price is the same whether installed on Agiloft servers or on your own premises.
- There is a five license minimum.
- One assigned power user license is included at no charge for an admin user.
- Volume discounts are available starting at 25 licenses.
- All prices are listed in USD.
- Taxes or government fees, such as the Canadian GST/HST are not included.
- Credit card and P-Card payments are subject to a 3% service fee.
- Consulting Services are priced separately. See **Consulting Services** for more information.
- An annual agreement is required, and the annual cost is invoiced upon receipt of an order.
- Standard Support and Upgrades are included in the pricing.
- One month will be added to the initial term for every 40 hours of consulting services purchased, up to a maximum of 6 months. This provides time for implementation.



<b>Professional Unlimited with CLM Edition</b> Includes Standard Support and Upgrades	<b>Cost</b>
Annual license fee for 10 assigned power users, at \$1,140.00 per user/year	\$11,400.00
Annual license fee for 3 floating power licenses, at \$3,420.00 per license /year	\$10,260.00

Total Annual Fee, excluding optional services	\$21,660.00
Ongoing Annual Discount Amount – Government – 15%	- \$3,249.00
Ongoing Annual License Amount - this is the expected renewal cost	\$18,411.00
<b>Total Cost after all Discounts</b>	<b>\$18,411.00</b>
<p><b>Consulting Services:</b> A Consulting Service estimate can be prepared once more is known about the scope of the project and the amount of data migration, training, integration, and other services to be included.</p> <p>Typical consulting service time (invoiced) and cost:</p> <ul style="list-style-type: none"> <li>• Small Scope Project: 50 to 120 hours, \$12,000 - \$25,000</li> <li>• Medium Scope Project: 3 to 8 weeks, \$25,000 - \$75,000</li> <li>• Large Scope Project: 8 to 20 weeks, \$75,000 - \$200,000 range</li> <li>• Large/Global Enterprise projects with very large scope or complex requirements may require upwards of 20 weeks and \$200,000+</li> </ul> <p>See Consulting Services for information regarding services and rates.</p>	<p>[ TBD ]</p> <p>One half of the approved hours are initially invoiced.</p> <p>The remaining hours are invoiced on a monthly basis as they are used.</p>

## Optional SaaS/Hosted Services

There are additional optional services available for SaaS/Hosted Service.

### Dedicated Server Option

Standard Hosted service is provided on a shared server. Customers may elect a dedicated server at a cost of \$9,500 per year. The dedicated server option includes:

- Control over the timing of upgrades and maintenance
- SFTP access to the server
- Access to the Administrator console of Agiloft to control certain features, such as backup times, frequency of timed searches, etc.
- Company domain URL access and SSL certificate configuration at no additional charge (i.e. your own company URL to access the server)



- Ability to directly upload and download custom scripts, login pages, and to store files on the server
- Free test licenses for a Test/Development copy of the production KB with the ability to refresh the Test instance as often as needed

### **Custom Data Storage Package Option**

Custom data storage packages are available for organizations with large storage requirements. For example, additional storage may be needed if many contracts that were created by scanning are going to be attached to records.

Custom Data Storage Package pricing depends on the amount of storage and the requirements. The price for 50 GB of additional data storage with full nightly onsite backups, nightly offsite backups without attachments, and weekly offsite backups with attachments is \$500 per year.

### **Conversion between Hosted Service and On-Premise Subscription Licenses**

SaaS/Hosted Service licenses may be converted to On-Premise Subscription licenses, and vice versa, at any time. As the annual license subscriptions are priced the same, there is no price difference. The Subscription License Agreement will replace your Hosted Service Agreement, or vice versa, maintaining the same term.

### **Test Package – Additional Instance for Development and Testing**

A Test Package may be useful for customers whose development and test requirements are not met by the Free Edition. See our Compare Editions page for the differences between the Free and Enterprise editions.

This package provides a separate Test instance of the Production KB with its own licenses. Test Licenses are priced at 1/2 the production license price, and any number of licenses from a minimum of three up to the number of licenses installed on the Production system may be purchased.

On-Premise customers, using either the Free Edition or the Test Package on their server, are able to do their own refreshes from the Production to the Test system. Refreshes from a Production KB to a free Agiloft hosted Test KB are not available.

For Agiloft hosted customers, the annual cost for the Test Package is the test license fee plus a \$500 fee for up to four refreshes of the Test instance from the Production instance within an annual period. Such refreshes are done by our consulting team.

### **Volume Discounts**

Volume discounts are available when the total number of power user licenses (assigned power user licenses and floating power user licenses) is 25 or greater.

When existing customers purchase additional licenses, if they purchase a minimum of five at a time, they will be entitled to a discount percentage which is the greater of:

- the volume discount they would earn with the number of licenses added in this purchase
- the highest volume discount they have earned on any single previous purchase



For purposes of volume, assigned power and floating power user licenses each count as one license and their combined total is used for the volume level.

## Consulting Services

---

We recommend Consulting Services to ensure a successful design and implementation of your business process. Our expert team can implement in about 1/4 the time of a person inexperienced with Agiloft.

Most customers require the assistance of our expert professional services team to customize Agiloft. Professional Services are based on customer requirements. Available services include:

- Business Requirements Analysis
- Implementation
- Training
- Data Migration
- Documentation
- Implementation Level Support

Agiloft's Professional Services team may be supplemented by implementers from our Certified Gold Partners during times of especially heavy demand. If this is the case, you will be informed, and your country and time zone will be considered.

*Note: The services and prices that follow are for Consulting Services provided by Agiloft. If you are working with an Agiloft partner, contact the partner for information and prices on the services they provide.*

## Consulting Quotes

---

### Consulting Rates

For budgeting purposes, Consulting Services costs are typically quoted at \$250/hour, which is an average rate. The consulting rates are:

- Senior Implementation Specialist and Project Manager: \$250-\$350/hour
- Implementation Specialist and Project Manager: \$175-\$225 per hour

Most projects use a combination of the two roles, at approximately an 80/20 percent ratio, for an average rate of \$250 per hour. The actual cost may be less, depending on the amount of services provided at the Implementation Specialist level. However, for budgeting purposes, using a high average rate helps ensure adequate funding.

Weekend work requested by the customer is billed at 1.5 times the staff member's rate.

Generally, work is performed remotely (off-site), at Agiloft's offices.

Onsite consulting services provided at the customer's location can be quoted based on requirements. All travel time is billed at the staff member's rate, along with travel expenses.

## Consulting Quotes and Ranges

A quote containing an estimate for Consulting Services will be determined based on the scope and complexity of the implementation. In addition to implementation, the amount of data migration, integration with external systems, and training significantly contribute to the estimate.

Example Consulting Service Ranges are:

- The minimum recommendation for Consulting Services is 50 - 120 hours for an implementation and handover for a system of small scope, and is typically in the \$12,000 - \$25,000 range.
- A medium scope project typically is estimated at 3 – 8 weeks of Consulting Services, and is in the \$25,000 - \$75,000 range.
- Large scope projects typically are estimated at 8 – 20 weeks of Consulting Services, and are in the \$75,000 - \$200,000 range, depending on the requirements.
- Large Enterprise/Global Enterprise projects with a large scope and/or complex requirements may require upwards of 20 weeks of Consulting Services, and are estimated at \$200,000+.
- For customers who have a strong preference for doing their own implementation, we recommend a minimum of 40 hours (\$10,000) of Consulting Services to provide training to your administrators and to assist them in arriving at the best design of your system. We find that some amount of implementation level support is needed as well. More than 40 hours may be recommended depending on the scope of the project.

To obtain a Consulting Services estimate, please contact your sales representative.

## Consulting Invoices and Statements

One half of the approved Consulting Services hours are invoiced upon receipt of an order. These hours expire in one year after purchase.

The remaining hours are invoiced monthly as they are used and do not expire.

Consulting statements are sent monthly, and include a detailed statement of the Consulting Service hours by date and person, with a description of the work done.

## Implementation

This section provides a summary of the steps involved in a typical Agiloft implementation.

Because the Agiloft adaptive platform can be configured without custom coding, implementation costs are generally far lower than those of other software packages.

We find it is most efficient to do the work on an iterative basis, creating a prototype after some initial discussion and refining the detailed spec based on the prototype, but if a fixed-price quote is desired, we can do a full specification as a Consulting Service, in order to provide that quote.

### Implementation

**Project Management and Phone Calls** – The implementation specialist will be responsible for managing the schedule, requirements meetings, design review, and follow-up communications to ensure a timely and smooth implementation.

<b>Implementation</b>
<b>Review of current system and business process analysis</b> Through review of your current process, export data provided by customer, and requirements conversations about the new system, our analyst will determine the best design of tables and fields to be part of the implementation.
<b>Prototype development</b> After initial discussion, our analyst will build out a prototype system with the basic tables, fields, and forms to assist in visualizing and designing the detailed specification for automation, integration, look and feel, and so on.
<b>Completion of Design Development</b> Once we have a prototype of tables and fields, our analyst will work with your staff to define the rest of the implementation details. The design plan will include details on the automation, workflow, notifications, assignment teams, permissions, reporting, and so on. In a staged implementation, this may be an iterative process, with one segment specified, then implemented, then the next segment defined, then implemented.
<b>Completion of Basic Implementation</b> Once the final design is defined, our analyst will build out the rest of the customizations, adding to tables and fields, and configuring workflow, rules, groups, teams, any specified saved searches, reports, views, and global variable setup. The number of hours depends on the number of fields required for each contract type.
<b>End User Interface Design/Implementation</b> For those systems with an end user portal, we can customize the end user portal colors and styles and the menu and other options to your specification for use by any distinct categories of end users.
<b>Basic Staff Interface Customization</b> We can create a custom look and feel scheme (colors, logo, and styles) and set up custom home pages for staff users relevant to their work. This would also include the creation of dashboards, custom reports, and views and saved searches.
<b>Functional Testing</b> We create test cases and test users, run through processes and make fixes/revisions based on testing.
<b>User Testing and modifications based on user feedback</b> Because Agiloft can be adjusted in real time, based on user input, we have found that the best results are obtained by incorporating at least one round of user feedback.
<b>Administrator Handover</b> This covers one or more calls to walk through the system with your administrator and/or staff users to show how it is set up. Note: Agiloft provides free online admin level training. It is highly recommended that your admin level users complete this training.
<b>Data transfer from current system if needed</b> Migration costs will depend on the level of County of Tulare's involvement and data cleanup requirements.

## Functionality Overview

Agiloft shall provide County of Tulare access to a system deployed on its cloud infrastructure or for on-premise installation. The system is backed by support services as described in the sections following this table. See the [Features](#) page at the Agiloft website for additional functionality information, including screen shots.

Multiple user groups may be created with tailored security levels and support for authentication through standardized services such as Google Single Sign On, Active Directory or CAS. Agiloft's branding



allows creation of multiple Web Portals to provide different groups of users with tailored experiences based upon their needs.

<b>Agiloft Key Features and Functionality</b>	
<b>Core Functionality</b>	
Graphical Workflow Designer	✓
Business Rules, Escalations, Routing	✓
Custom Tables, Fields and Relationships	✓
Multi-language Support for English, Chinese and French	✓
Multi-Currency Support	✓
Customizable Audit Trail	✓
Customizable End User Portal with Unlimited Sessions/Month	✓
Incident (Case) and SLA Management	✓
Perl, Python, and JavaBean Scripting	✓
Knowledge Management	✓
Full Text Search of Database and Attached Files	✓
Secure Socket Layer (All Interfaces)	✓
Custom Domain SSL Application Hosting	✓
Technical Account Management Support	✓
Two-Factor Authentication	✓
<b>Integration</b>	
Outlook Integration	✓
REST and Web Service Transactions (up to 1,000,000/Month For SaaS option)	✓
Agiloft External System Adaptors	✓

<b>Agiloft Key Features and Functionality</b>	
Google Single Sign-On and Google Docs Integration	✓
Support for SAML, OAuth, and LDAP Authentication	✓
<b>Email Management and Messaging</b>	
Email Response Management	✓
Auto-Acknowledgement	✓
Standard Response Templates	✓
Staff to End-User Chat	✓
Broadcast Messages	✓
SMS Messaging	✓
<b>Reporting and Metrics</b>	
Customer Feedback Surveys	✓
Survey Creation: Questionnaire Designer	✓
Reports, Dashboards & Homepages	✓
Report Designer	✓
Excel Reports Integration	✓
Custom Dashboard Design Center	✓
Historical Data Trending	✓
Fixed/Run-time Filtering, Report Drilldown	✓
Scheduled Reports	✓

## Support Services

---



Agiloft's web self-service support portal provides County of Tulare users 24/7 access to search the knowledgebase and submit requests. In addition, County of Tulare users will be able to update their requests and check statuses through this portal.

The Support Team can also be reached by telephone and email.

Standard Support is provided during business hours, which are from 7:30am to 8:00pm EST, Monday through Friday, except on federal holidays. Premium Support is available for purchase for those customers needing extended support. See [Support Plans](#) for information on Standard and Premium Support.

## Hosting Infrastructure

---

Agiloft will maintain a redundant system configuration as described below:

- Knowledgebases are hosted on an AWS server, configured with RAID 1 SSD hard drives
- The master server is replicated in real time to a slave AWS server in a different AWS availability zone.
- Snapshots are created on the slave server every 4 hours
- The snapshots are automatically restored to a sandbox server every two weeks and subject to database integrity checks
- Knowledgebase exports are taken on the master server each night.
- Intel Xeon processors and ECC RAM are used on all servers.
- Dedicated servers are configured with at least 24G RAM.
- Shared servers are configured with at least 48G RAM.
- All servers are protected by firewalls.
- Active monitoring is employed on all services.

## Security

---

We employ a multi-layered security policy, as summarized below.

### ***Development process***

The OWASP Enterprise Security API (ESAPI) is used within the application to implement security best practices. Burp Suite Pro is used to test security against external hackers or malicious internal staff users and the software has been further checked using Rational App Scan.

### ***Build/QA process***

The QA process includes scanning for malware using both Symantec Endpoint Protection and NOD32. In addition, the build process includes scanning by Clam.

### ***3rd Party Validation***

An independent security auditing firm is engaged to test the security of the application and hosting infrastructure after all significant changes. Further, we welcome any additional security audits that current or potential customers may wish to perform and will provide any assistance that you may require in order to conduct a rigorous evaluation.

### ***Hosting Infrastructure***

The hosting infrastructure is protected by firewalls and the individual servers are hardened by application of security best practices. For example, the database is only accessible to localhost; the port is closed to all external access. The hosting facility provides an additional layer of security against Distributed Denial of Service (DDoS) attacks through real-time network monitoring DDoS detection.

Customers using a shared server can configure the KB to use a single sign-on capability restricted to their IP address, provided that their firewall allows the use of Active-X controls from designated servers.

For customers who elect to use a dedicated server, we will be happy to configure the firewalls to only allow access from specific IP addresses.

### ***Security Policy***

Security policies and procedures reinforce the software security and infrastructure as documented [here](#).

### ***Deployment***

Agiloft provides precise access control at the record and field level, all managed by extensible group permissions, as detailed [here](#). Security best practices such as encrypting passwords using the SHA-2 one-way hash function and protecting all communications with SSL encryption are employed across the platform.

Agiloft will utilize commercially available virus protection software designed to ensure that any software programs included as part of the system will be free from known viruses, bombs and other destructive elements.

### ***Personnel***

Agiloft personnel will not disclose confidential or proprietary information.

## **Agiloft Satisfaction Guarantee**

---

Your success drives our reputation, so we make sure we can meet your needs before we make a commitment to you. The entire Agiloft solution — software and services — comes with an unconditional guarantee of success.

If you are not delighted with the results, or want to cancel for *any* reason within 90 days of initial purchase, you pay nothing.



This guarantee covers the software licenses and all support and implementation services purchased with the licenses. It does not cover services that are not directly related to the Agiloft implementation, such as cleaning up your data for import.



T: (650) 587-8615 x732  
jim.raley@agiloft.com

To: Cher Castellini  
From: Jim Raley  
Date: February 6, 2018  
Expiration Date: After 60 Days

## CONSULTING QUOTATION FOR COUNTY OF TULARE

---

This document provides a quote for an Agiloft implementation customized to address the requirements of County of Tulare. We do not have a detailed specification for the project but have gathered enough of the general requirements to have a sense of the scale and the essential components of the implementation. The pricing given below includes the following assumptions:

If County of Tulare purchases the In-House solution, we will do all implementation work on one of our hosted servers and then transfer the completed system at the end of the implementation to County of Tulare for import to their server.

The general requirements will not change substantially from what has so far been communicated.

There is some flexibility in how the requirements are implemented to make the most efficient use possible of Agiloft's functionality.

Additional functionality beyond the general scope of work described below is not included in the quote and would be done at additional cost.

### Scope of Work

---

Agiloft will provide a customized implementation for a Contract Management solution at County of Tulare.

### Existing Tables Overview

---

Based on discussions so far and our understanding of the requirements, we expect that the implementation will contain the following tables. We will start from our out-of-the-box BPM template.

**Companies:** A table holding all companies with which your company does business, including vendors and suppliers.

**People—Employees and External Users:** Two subtables that hold all contact information for employees and people with whom you do business. This will hold records for customer contacts, party contacts, and employees and partners – anyone who should be automatically emailed by the system or who will be able to log in to the system.

**Locations:** This table holds address information for companies. A company may have a primary location and multiple additional locations.

**Teams:** The functional units of internal users who will be interacting with the system and assigned to work on specific record types such as contracts or approvals.

**Departments:** A list of departments and the department heads for your organization, so that contracts can be associated with a department and approved by department heads, if desired.

**Groups:** The sets of users who share the same access permissions.

**Contracts:** This table holds all contract data and contains a table of all attached files and supporting documents.

**Contract Types:** This table holds a list of your contract types as well as information about special metadata needed for specific contract types, default print templates for each contract type, approval workflows, and so on.

**Contract Tasks:** This table can be used to schedule contract milestones or fulfillment tasks.

**Attachments:** This table holds all of the contract files and associated documents for each contract.

**Attachment Types:** This table holds the list of different types of attachments used to label contract attachments.

**Insurance Certificates:** This table is used to manage vendor-associated insurance certificates so they can be applied to multiple contracts.

**Workflows:** This table holds workflows used to manage approvals. A workflow may have a combination of sequential or parallel approvals that can be selected prior to the initiation of the approval process. Approvals can also be generated manually on an ad hoc basis.

**Approvals:** This table holds the individual approvals related to a contract. The approval records are shown within the contract.

**Approval Templates:** This table holds the templates used to generate Approval records. A Workflow contains references to multiple Approval Templates.

**Print Templates:** This table holds the templates that act as boilerplates for contracts. A Print Template can be automatically pulled into a contract based on Contract Type and other essential information, and it can be used to generate a custom contract document that fills in the metadata from the contract.

## Items Included in the Quote

---

The detailed breakdowns given below itemize the phases and the individual items that are included in the implementation. Where there is a range of Minimum and Maximum hours, the complexity of the work and/or the quantity of necessary items included generally determines whether the minimum hours will be sufficient.

## Consulting Estimate Detail

---

Description	Minimum Hours	Full Service Hours
<b>Project Management, Meetings, and Phone Calls.</b> This budget provides the essential time for two phases of requirement gathering (one for structure and the other for workflow and automation), demonstrating prototypes to collect feedback, project status discussions, and design reviews and decision making. We generally expect one or more phone/web meetings per week, some with both the project manager and implementer, and with tasks done in between by both sides.  Note: This is an area that can easily go over budget, and staying on budget requires discipline. The hours assume efficient use of meeting time, without extended internal customer decision making on the calls, and with customer tasks completed between calls. If you have multiple stakeholders making decisions or plan a more extended implementation, we recommend doubling this amount.	12	20
<b>Email Communications</b> – Settling some details via email rather than meetings can be more efficient, but some time is then needed to review and respond to these communications.	2	3

Description	Minimum Hours	Full Service Hours
<b>Business Process Analysis and Structural Design.</b> We will work with you to provide best practices for contract management and determine the requirements for your system. This involves a close review of your existing data, contract documents, and contract types. Through conversations about your goals and your current processes, our analyst will determine the best design of tables and fields.	4	6
<b>Prototype Development.</b> After our initial discussions, our analyst will build out the basic tables, fields, and forms for the implementation. With the basic structure created, it is easier to visualize and define the details for the rest of the implementation. This estimate is based on the following: <ul style="list-style-type: none"> <li>• Creation of up to 1-2 additional tables to hold background information, with a total limit of 20-25 custom fields in those tables</li> <li>• Addition of up to 15 to 25 custom fields in the main contracts table</li> <li>• Addition of up to 10-15 custom fields in existing background tables such as Companies, People, or Contract Types</li> </ul>	6	8
<b>Development of Remaining Design Decisions.</b> Based on the second phase requirement calls, after we have a prototype of tables and fields, our analyst will develop the design details for the automation, workflow, notifications, team assignments, permissions, reporting, and so on.	4	6
<b>Background Data Cleanup and Import.</b> It is essential to get data into the system to go live; we will perform cleanup and import of the background data. This will include: <ul style="list-style-type: none"> <li>• 50 to 100 users and 3<sup>rd</sup> party contacts</li> <li>• 10 to 20 departments</li> <li>• 50 to 200 companies (vendors or customers) and their primary locations</li> <li>• 10 to 20 contract types</li> </ul>	2	3
<b>Contract Data Import.</b> We will import contract data from spreadsheet format, with or without attached files, if the files are provided and named in the spreadsheet. The range varies with the amount of cleanup needed and the number of contracts. The low range is for clean data, around 1,000 contracts. The maximum hours here might apply to up to 10,000 contracts with attached files.	8	16
<b>Completion of the Core Implementation.</b> Once the final design is defined, our analyst will build out the rest of the customizations. This estimate is based on the following additional customizations: <ul style="list-style-type: none"> <li>• Updates to existing rules to add any custom notifications or actions</li> <li>• 2 to 5 new custom reports in addition to the out-of-the-box reports</li> <li>• Customization of up to 3 existing groups and up to one new user group</li> <li>• 4 to 5 custom saved searches in addition to the default saved searches</li> <li>• 2 to 5 custom table views in addition to default views</li> <li>• Configuration of one inbound email account to receive inbound email updates</li> </ul>	8	12
<b>Staff Training.</b> If you choose to have us train your staff users, we recommend one or more webinars.	4	12
<b>Contract Authoring and Print Templates.</b> We will work with your staff to create Word print templates to enable the creation of contract documents based on information in the Contract record. This includes the addition of field variables to your standard contract templates. <b>This estimate is for up to 4 medium complexity or 8 simple print templates. Your staff can create additional templates as needed.</b>	4	8
<b>Print Template Training.</b> Our staff member can instruct your personnel in an online meeting in how to create their own print templates, using one of your print templates as an example.	2	2

Description	Minimum Hours	Full Service Hours
<b>Clause Library.</b> We will work with your staff to build out Agiloft's Clause Library capability to suit your needs. This includes adding the ability to edit clauses before insertion into templates. Aside from this, it is assumed that the basic functionality will be the same as in the out-of-the-box system.	12	18
<b>Approval Workflows.</b> We will work with your staff to build out approval workflows to automatically route the request to the individuals or group of individuals based on contract type. Your staff can create additional workflows as needed. The low estimate is for one workflow with conditional approvals. The high estimate is for multiple or more complex workflows or setting up approvals using a different method than our standard approach.	2	6
<b>Adobe Sign or DocuSign Integration.</b> We will configure the system to work with Adobe Sign or DocuSign. The minimum hours assume e-signature will only be used in the Contracts table. If it needs to be added to other tables, add an additional 4 hours per table. <ul style="list-style-type: none"> <li>DocuSign licenses are purchased separately through DocuSign.</li> </ul> Adobe Sign use does not require licenses from Adobe. Cost is on a per envelope basis, your account is set up and envelopes are purchased within the Agiloft system.	4	8
<b>Document Comparison.</b> We will configure the system to interact with an external system for document comparison/redlining. The minimum hours assume that we will use out-of-the-box document comparison functionality in a single attachment record.	1	2
<b>Staff Interface Customization.</b> We will customize the default look and feel scheme (colors, logo, and styles) and set up 1 to 3 custom home pages (dashboards) for staff users relevant to their work.	2	4
<b>End User Interface Design/Implementation.</b> In the minimum hours, we will customize the end user portal colors and styles. At the maximum hour range, we can add up to 2 additional menu items for use by any distinct category of end user.	2	8
<b>Functional System Testing.</b> We will create test cases and test users, run through all workflow processes and make fixes or revisions based on testing.	4	8
<b>Modifications to Original Scope based on Changed Decisions or User Feedback</b> – In our experience, once a customer sees what is possible, they almost always want to add more to the original plans, and they may also change decisions that were made earlier during the implementation process. User testing may result in some feedback to be incorporated. We always include some time as a contingency to allow for such changes.	4	10
<b>Custom User Guide for Power Users</b> – It is helpful to have a MS Word document that provides a reference on how to use the system for your power users. We create a custom document that outlines your processes and the system behavior, and instructs users in how to navigate, search, change their views, and perform basic functions in their system.	2	6
<b>Administrator Handover.</b> This covers two calls to walk through the system with your administrator and/or staff users to demonstrate how it is set up and how to use it.	4	8
<b>Contingency and/or Further Customer-Requested Modifications after Buildout.</b> Typically once the initial implementation is done and the system has been in use, there may be some modifications you want to make. This time also allows for some scope changes during the implementation process.	6	10
<b>Total Services</b>	<b>99</b>	<b>184</b>

These optional services have not been included, but may be added:

Optional Services Description	Minimum Hours	Full Service Hours
<b>Additional Process Tables.</b> For each new process table, a minimum of 14 hours and maximum of 40 hours is generally needed, depending on the number of fields, complexity of the process, and details of how it relates to existing tables.	18	40

Optional Services Description	Minimum Hours	Full Service Hours
<b>Scheduled Import/Export.</b> We will set up scheduled import/export rules to pull data from your FTP site to update data held in Agiloft or to push data out of Agiloft to your other systems.	2	4
<b>LDAP/AD Authentication.</b> We will assist in setting up authentication with your LDAP or AD server and with syncing your user base. This assumes appropriate access and someone at your company knowledgeable about your system's attributes.	2	4
<b>System Documentation.</b> This exhaustive documentation is written to include details on the automation, workflow, notifications, assignment teams, permissions, reporting, and so on. This requires a full pass through the final implementation to document what was implemented, and to provide maintenance instructions on dependencies and relationships.	24	40
<b>Further Customer-Requested Modifications after Buildout.</b> Typically once the initial implementation is done and the system has been in use, there may be some modifications you want to make. Only minor time has been included for this in the estimate for the Contingency line item. You may elect to add hours to cover any post-implementation changes that are requested.	4	8
<b>Migration to Customer Server (On-Premise Customers Only)</b> – Implementation is done on an Agiloft server. Near the end of the project, the system is transferred to the customer for import on their server.	4	6
<b>Total Optional Services</b>	<b>54</b>	<b>102</b>

## Consulting Estimate

The consulting rates are:

- Senior Implementation Specialist and Senior Project Manager: \$250-\$350 per hour
- Implementation Specialist and Project Manager: \$175-\$225 per hour

Most projects use multiple staff members and their rates may vary. For estimating purposes, will use an average rate of \$250 per hour, unless it is known that your project will consist of a high amount of work performed by senior level staff members. The actual amount billed may therefore be different than estimated depending on the project and the specialists performing the services.

We invoice for the first half of the Consulting Services hours covered in the purchase order initially, and these hours expire in one year. Additional hours are invoiced on a monthly basis as used and they do not expire. Monthly invoice reports contain logs of all consulting hours used including date, staff member, description, and hours spent.

Consulting Services	Cost
Total to implement the minimum services described above (99-184 hours at \$250/hour). Please note that it is possible that the implementation, to fully satisfy your needs, may require more than the minimum hours stated above. <i>Note: We do not recommend a purchase order at the minimum amount. Customers often find that this is too restrictive, as requirements not previously known are identified during the project. Additional items may be required or desired, such as increased automation or training.</i>	\$24,750-\$46,000 99-184 hours



***We recommend a purchase order to cover the maximum estimated hours, as this provides the most flexibility as we work with you to implement the project based on your direction. Requirements and scope can evolve as a project progresses.***

***The initial invoice will be for ½ of the approved hours. Additional hours will be invoiced only as used. Monthly reports document the hours used for your project with the date, description of the work, and the specialist that performed the work.***

***While we use our best efforts to stay within the budgeted amount, this is not a fixed price quote.***