MASTER AGREEMENT

PREAMBLE

This master agreement (as amended, this "Agreement") is made between **cFive Solutions, Inc**. ("cFive") and **County of DuPage Illinois** ("Customer") as of the Effective Date. All capitalized terms used but not defined herein shall have their respective meanings as set forth in this Agreement, the exhibits, and the schedules hereto.

WHEREAS, Customer has selected cFive to license the cFive Software, provide the cFive Subscription and/or perform certain cFive Professional Services for Customer as specified in the Investment Summary and/or an Order Form and on the additional terms set forth in this Agreement, the exhibits and schedules hereto; and

WHEREAS, cFive desires to perform such aforementioned actions under the terms of this Agreement, the exhibits and schedules hereto;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, cFive and Customer agree as follows:

SECTION A – DEFINITIONS

"After Hours Support" means maintenance or support requested by Customer to be performed by cFive during times that are not Business Hours.

"Agreement" has the meaning set forth in the Preamble above.

"Applicable cFive Deliverable" means cFive's provision to Customer of cFive Software, cFive Subscription and/or cFive Professional Services as specified in an Order Form, the Statement of Work and/or Investment Summary, or otherwise in the exhibits and schedules hereto.

"Applicable cFive Delivery Method" means cFive's delivery method for cFive Software, cFive Subscription and/or cFive Professional Services to Customer as specified in an Order Form, the Statement of Work and/or Investment Summary, or otherwise in the exhibits and schedules hereto.

"Business Day" means Monday through Friday excluding United States federal holidays.

"Business Hours" means 8:00 AM Pacific to 5:00 PM Pacific on Business Days.

"cFive" has the meaning set forth in the Preamble above.

"cFive Connect" means the issue tracking tool available online to Designated Staff for the purpose of reporting and tracking issues in Supported cFive Software.

"cFive Deliverable" means a deliverable from cFive to Customer resulting from cFive Professional Services, as specified in an Order Form. cFive Deliverables may include, without limitation, a specific work product (e.g., an Enhancement; an interface; a code modification; a report; etc.) or performance of services as specified in an Order Form that may not have an associated specific work product (e.g., business analysis; configuration; consulting; data cleanup or migration; project management; training; for Supported cFive Software, provision of any maintenance or support services that are listed as exclusions in the separate Maintenance Agreement or Support Agreement; provision of maintenance or support to cFive Software that is not Supported cFive Software; etc.).

"cFive Professional Services" means cFive's professional services identified in an Order Form provided to Customer, with such professional services to be provided by cFive pursuant to the Professional Services Agreement, attached to this Agreement as Exhibit C. Unless otherwise stated explicitly in the Order Form, all cFive Professional Services will be provided on a time and materials basis and billed by cFive to Customer in accordance with cFive's rates specified on the Order Form.

"cFive Subscription" means cFive's technology services identified in the Investment Summary and/or Order Form and provided to Customer under this Agreement, the Statement of Work, and the Services Agreement, attached to this Agreement as Exhibit B, as well as all data therein created by cFive as more fully described in the Documentation.

"cFive Software" means cFive's proprietary software licensed by Customer, excluding all Enhancements, modifications, and interfaces.

"cFive Software Deliverable" means a cFive Deliverable that is software, which may include, without limitation, an Enhancement or an interface.

"cFive Software Update" means a major or minor version release of cFive Software, with such version releases to be scheduled periodically by cFive.

"Confidential Information" means any confidential or proprietary information, data, know-how, trade secrets, or materials in which (a) either party has rights or duties to protect from disclosure, (b) is designated as "confidential" or (c) either party would reasonably expect or consider to be confidential or proprietary information, including but not limited to any Personally Identifiable Data, applications, software or software development, services, finances, customers and potential customers, customer lists, suppliers, pricing and rates, costs, marketing, technologies, specifications, or personnel. "Personally Identifiable Data" means information reasonably identifiable in respect of either party's clients, customers or employees and includes, without limitation, names, addresses, telephone numbers, social security numbers, birthdays, and their legal, medical, and financial information.

"Confirmed Defect" means a Defect that Customer has reproduced more than once, Designated Staff has reported to cFive in accordance with the Maintenance and Support Process, and cFive and Customer have both successfully reproduced and validated.

"Customer" has the meaning set forth in the Preamble above.

"Customer Executive" means the one person assigned by Customer as Customer senior executive ultimately responsible for Customer's relationship with cFive.

"Defect" means a failure of cFive Software to conform materially to the functional descriptions set forth in cFive's then-current Documentation. Functionality may be updated, modified (including, without limitation, through periodic Web posting), or otherwise changed, and the governing functional descriptions for materially changed future functionality will be set forth in cFive's then-current Documentation. Failure of cFive Software to function due to problems with Customer's data or configuration of the software, including permissions settings, is not a Defect, and failure of cFive Software to function due to problems with or changes in and updates to Third-Party Products is not a Defect. Additionally, any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of cFive Software, or Customer's combining, using, or merging cFive Software with any Third-Party Products not identified as compatible by cFive, is not a Defect.

"Defect Documentation" means documentation provided by Customer related to a particular Defect. Such documentation includes sufficient information for cFive to confirm and/or recreate the Defect, and such documentation includes, without limitation, a detailed description of the Defect, the specific steps required for cFive to reproduce the defect, the operating environment, the data set (for example, client number), and the user experiencing the Defect.

"Designated Staff" means the two Customer representatives authorized to interface with cFive

maintenance and support for matters related to the Maintenance Agreement and Support Agreement.

"Documentation" means any standard online or written documentation related to the use or functionality of cFive Software that cFive provides or otherwise makes available to Customer (including, without limitation, through periodic Web posting), including instructions, user guides, manuals and other training or self-help documentation. cFive may release documentation related to the use or functionality of cFive Software subsequent to releasing cFive Software or cFive Software Updates.

"Effective Date" means the last signature date set forth in the signature block of this Agreement.

"Enhancement" means any change or addition to cFive Software that improves its function (other than resolution of a Confirmed Defect), adds a new function, or enhances its performance.

"Escrow Agreement" means the escrow agreement in substantially the form attached as Exhibit J or otherwise provided by cFive as required by this Agreement.

"Force Majeure" means, for any party, an event beyond the reasonable control of such party, including, without limitation, war, riot or civil commotion, strikes, embargoes, acts of nature, fire, natural disasters, quarantine and/or other causes.

"Investment Summary" means a document that itemizes the agreed upon price for the software, products, and services to be used to complete the Project, which may include Third-Party Software and/or Third-Party Products. The Investment Summary is attached to this Agreement as Exhibit H.

"Invoicing and Payment Policy" means the invoicing and payment policy attached to this Agreement as Exhibit K.

"Maintenance Agreement" means the cFive Maintenance Agreement and associated schedule, attached to this Agreement as Exhibit D.

"Maintenance and Support Process" means the maintenance and support process described in the cFive Maintenance and Support Process and associated schedule, attached to this Agreement as Exhibit F.

"Monthly Support Hours Allotment" means the maximum number of hours cFive staff will expend in any given calendar month providing support pursuant to the Support Agreement.

"Order Form" means the written order form delivered from cFive to Customer specifying the applicable work categories and associated hourly rates, scope, and estimated price of cFive Professional Services, inclusive of any statements or work, acceptance criteria (if applicable), exhibits, schedules, attachments, addenda, or amendments thereto.

"Professional Services Agreement" means the cFive Professional Services Agreement, attached to this Agreement as Exhibit C.

"Project" means cFive's provision of the cFive Software, cFive Subscription, cFive Professional Services and/or the Third-Party Products to the Customer as described in this Agreement, the Investment Summary, the Order Form and/or the Statement of Work.

"State" means the State of Illinois.

"Statement of Work" means the work plan attached to this Agreement as Exhibit I, which describes how cFive's Professional Services will be provided, outlines the Customer's resources that will be needed and provided in sufficient quantity and in a timely manner by Customer, and defines the roles and responsibilities of the parties in connection with the work.

"Support Agreement" means the cFive Support Agreement and associated schedule, attached to this Agreement as Exhibit E.

"Supported cFive Software" means (i) the current and immediately preceding version of cFive Software, where each major or minor release of cFive Software is a version, and (ii) other cFive Software

Deliverables that are explicitly listed in Schedule 1 of the Maintenance Agreement.

"System Administrator" means the one Designated Staff assigned by Customer as the system administrator who will be chiefly responsible for Customer's administration and configuration of cFive Software.

"Third-Party Products" means any hardware (including, without limitation, third-party and/or Customer's local area networks and related infrastructure) and all Third-Party Software.

"Third-Party Software" means any Customer-developed software or any third-party software not embedded by cFive in cFive Software, including, without limitation, operating systems and database management software.

"Third-Party Terms" means end user license agreement(s) or similar terms for any Third-Party Products that are itemized in the Investment Summary, which end user license agreement or similar terms are attached to this Agreement as Exhibit G.

"Workaround" means a measure designed to minimize the impact of a Confirmed Defect on Customer by enabling Customer to continue using cFive Software with reasonable effort.

SECTION B – GENERAL MASTER TERMS

1. **Applicable cFive Deliverables; Scope; Scheduling; Etc.** cFive shall provide the Applicable cFive Deliverables in accordance with the terms of the exhibits and schedules hereto and all of such terms are incorporated herein as though set forth herein and are binding upon, and enforceable against, the respective parties hereto. Any work requests by Customer outside of the scope of the Project contained in the initial Order Form, Investment Summary or Statement of Work shall be billed on a time and materials basis or milestone basis as set forth in a subsequent Order Form or addendum signed by Customer and cFive and paid by Customer pursuant to the Invoicing and Payment Policy. Project scope changes must be approved in an Order Form or other addendum signed by Customer and cFive. cFive and Customer, acting through their respective project managers, will agree on a schedule for all Applicable cFive Deliverables to be documented in the Statement of Work or Order Form. In consideration for the commitment by cFive to assign staff to Customer's project in accordance with the agreed Project plan and schedule, Customer agrees to conform to all Project scheduling once confirmed by both parties' project managers and to diligently and timely review all materials provided by cFive (including, without limitation, all Applicable cFive Deliverables). Customer's purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by cFive regarding future functionality or features of any Applicable cFive Deliverables.

2. **Term.** The term of this Agreement shall commence as of the Effective Date and continue for an initial period of four (4) years thereafter, provided that, subject to other provisions of this Section, absent a party providing the other party with written notice of termination no later than 90 days prior to the end of the then current term, the then current term shall automatically renew for subsequent one-year periods. Notwithstanding anything to the contrary in the immediately preceding sentence, the term of this Agreement shall in no event be less than (i) the longest term pursuant to which any Applicable cFive Deliverables are being provided, or (ii) the term of the Maintenance Agreement and/or Support Agreement as set forth in the Investment Summary or in the Maintenance Agreement and/or Support Agreement.

3. **Assistance.** The parties acknowledge that the implementation of the cFive Software, cFive Subscription and/or cFive Professional Services, and the ability to meet Project deadlines and other milestones in connection therewith, is a cooperative effort requiring the time and resources of personnel of both parties. The parties agree to use all reasonable efforts to cooperate with and assist

each other as may be reasonably required to meet the agreed upon Project deadlines and other milestones for the Project. This cooperation includes working together to schedule the implementation-related services outlined in this Agreement and any exhibits and schedules hereto.

4. **Project Delays.** In the event the Project or the delivery of any Applicable cFive Deliverables is delayed beyond the time set forth in the Investment Summary or any Order Form as a result of Customer's actions or failure to act, then cFive may, in its sole discretion upon notice to the Customer (and notwithstanding any other provision of this Agreement or any other document entered into in connection herewith), (a) increase the scope and amount of the cFive Professional Services (including, without limitation, any project management services) to be provided to Customer in relation to the Project, (b) increase the fees for such additional cFive Professional Services to the standard rates then charged by cFive, and (c) deem the commencement date for Applicable cFive Deliverables (including, without limitation, the commencement of the Maintenance Agreement and/or Support Agreement) impacted by such delay to occur as of the date such Applicable cFive Deliverables would have been delivered absent the occurrence of such delay; provided, however, that in the event there is a cap on the overall amount that Customer may be charged for Applicable cFive Deliverables that is legally binding against cFive, in lieu of exceeding such cap cFive may elect in its sole discretion upon notice to Customer to reduce the scope or term of any Applicable cFive Deliverables provided to Customer in order to implement any of cFive's rights pursuant to clauses (a), (b) and (c) in this Section.

5. **Escrow.** cFive will maintain the Escrow Agreement with a reputable escrow agent pursuant to which cFive has deposited the cFive Software and Documentation, including the source code for each major release of the cFive Software. The Customer agrees to complete a standard beneficiary enrollment form and to pay the annual beneficiary fee required to be a beneficiary of the Escrow Agreement. cFive will use commercially reasonable efforts to assist the Customer in becoming a beneficiary under the Escrow Agreement. Release of source code for the cFive Software is strictly governed by the terms of the Escrow Agreement.

6. **Invoicing and Payment.** cFive will invoice the Customer for all fees set forth in the Investment Summary and/or any Order Form per the Invoicing and Payment Policy, subject to Section 10.

7. **Invoice Disputes.** If the Customer disputes one or more fees identified on an invoice, because the fees relate to software or services that the Customer contends do not conform to the warranties in this Agreement or because the fees described therein are otherwise not consistent with this Agreement, the Customer will give cFive written notice within thirty (30) days of its receipt of the applicable invoice. The written notice must contain reasonable detail of the issues the Customer contends are in dispute so that cFive can confirm the issue and respond to the Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the Customer's notice. cFive will work with the Customer as may be reasonably necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the Customer's notice. The Customer may withhold payment of the amount(s) which are in good faith actually in dispute, and only those amounts, until cFive completes the action items outlined in the plan. If cFive is unable to complete the action items outlined in the action plan because of the Customer's failure to complete the items agreed to be done by the Customer, and the Customer does not rectify that failure within five days after cFive has notified the Customer of its failure to complete such items, then cFive may demand full payment of the invoice within thirty days. cFive reserves the right to suspend delivery of all services, including maintenance and support services, if the Customer fails to pay an invoice not disputed as described above within five days of notice of cFive's intent to do so. The Customer's payment of an invoice for delivered software or services does not constitute acceptance of cFive Software that subsequently is determined to have a Defect or cFive Subscription that are the subject of a warranty claim under Exhibit A of this Agreement.

8. **Overdue Accounts.** A late fee shall be charged by cFive on overdue accounts, and on any other fees and expenses not paid to cFive as provided under this Agreement and its exhibits and schedules, at the rate of one and one percent (1.00%) per month or part thereof commencing with the date payment was due unless such late fee is restricted, prohibited, or limited by applicable law. In the event that late fees are by law restricted, limited, or prohibited, the parties agree that the fees intended hereby will not exceed such legal limit and that neither party will hold the other liable for any unintended violation of such limits.

9. **Termination.** If a party has breached this Agreement, such party will invoke the dispute resolution clause set forth in Section 16. Either party may terminate this Agreement in the event the other party does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the 90-day window set forth in Section 16. Any failure of Customer to timely make payments as required by this Agreement and the other documents entered into in connection herewith shall be a material breach of this Agreement and, notwithstanding any other provision of this Agreement to the contrary and in addition to such other rights as cFive may have, should non-payment continue for a period of 30 days past the date of delivery of the applicable invoice, cFive may terminate any or all of its obligations under this Agreement and the other documents entered into in connection herewith without any penalty or claim by Customer immediately upon notice. Either party may immediately terminate upon notice if a party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Automatic extensions of the term of this Agreement may also be cancelled by either party, upon 90 days prior written notice to the other party, prior to the incurrence of any automatic extensions. In the event of termination, the Customer will nonetheless pay to cFive all fees and expenses related to the software, products, and/or services the Customer has received under this Agreement prior to the effective date of termination and all invoices in respect thereof. In the event of a termination under this Section, cFive will be entitled to a pro rata payment for any portion of a deliverable if only a portion of that deliverable has been provided to the Customer as of the effective date of termination. Disputed fees will be subject to the dispute resolution process set forth in Section 16. In the event of termination by Customer or for non-payment, as discussed above, Customer shall immediately cease using the Applicable cFive Deliverables and destroy or return all copies of cFive Software, Documentation and related materials in its possession to cFive within 60 days of the termination date. cFive may require Customer certify in writing to it what actions have been taken by Customer in accordance with the immediately preceding sentence.

10. **Non-Appropriation of Funds.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, the Customer shall, within 45 days following the beginning of the fiscal year for which the proper appropriation is not available, provide cFive with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed cFive under this Agreement as described above, if any. No penalty shall accrue to the Customer in the event of exercise of termination due to non-appropriation of funds. If this Agreement is terminated pursuant to this Section, the Customer agrees to grant cFive a right of first refusal to continue under the terms of this Agreement for a period of two years from the date of exercising rights under this Section should funds subsequently be appropriated. If funds should not become available within two years of said date, the Customer shall be free to contract with cFive or any other available source when they do become available.

11. **Intellectual Property Infringement Indemnification.** cFive will defend, indemnify and hold harmless the Customer and its employees from and against any third-party claim(s) that the cFive Software, the cFive Subscription or the Documentation infringes that third party's U.S. published patent, copyright or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which cFive consents). The Customer must notify

cFive promptly in writing of the claim. Nothing in this provision shall abridge or delegate the responsibility of the DuPage County State's Attorney's Office as Customer's legal representative nor shall it cause waiver of any defenses, privileges, or immunities which may be available to Customer in litigation. The State's Attorney shall not unreasonably withhold approval of an attorney recommended to him by an indemnifying party who meets his approval as a "special" assistant state's attorney for the purposes of the litigation and will likewise not unreasonably interfere with cFive's defense strategy. cFive's counsel, should it choose to retain one for litigation, shall keep the State's Attorney (or his designee) advised of all case developments on a bi-monthly basis. The Customer agrees to provide cFive with reasonable assistance, cooperation, and information in defending the claim, at cFive's expense. cFive's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on: (a) the Customer's use of a previous version of the cFive Software or cFive Subscription and the claim could have been avoided had the Customer installed and used the current version of the cFive Software or cFive Subscription, and cFive provided written notice of that requirement to the Customer as well as a commercially reasonable timeframe within which to perform the version upgrade (which notice may be provided by publishing of a link on an applicable cFive Web site); (b) the Customer combining the cFive Software and/or cFive Subscription with any product or device not provided or approved by cFive in the Documentation or otherwise; (c) the alteration or modification of the cFive Software and/or cFive Subscription by the Customer or third parties at the Customer's direction without cFive's prior written consent; or (d) the Customer's willful infringement, including use of the cFive Software and/or cFive Subscription, after cFive notifies the Customer in writing to discontinue use due to such a claim; provided, however, that in the event of any third party infringement claim, cFive shall not require the Customer to discontinue use of the cFive Software or cFive Subscription during the pendency of such claim unless and until cFive, at its option, either: (i) procures the right for the Customer to continue its use of the cFive Software or cFive Subscription, as applicable, during cFive's defense of such claim; (ii) modifies the cFive Software or cFive Subscription, as applicable, to make same non-infringing while preserving substantially similar functionality as required under this Agreement; or (iii) replaces the cFive Software or cFive Subscription, as applicable, with a functional equivalent. If cFive receives information concerning an infringement or misappropriation claim related to the cFive Software and/or cFive Subscription, prior to the claim being filed, cFive may, at its expense and without obligation to do so, either: (a) procure for the Customer the right to continue use of the cFive Software and/or cFive Subscription, as applicable; (b) modify the cFive Software and/or cFive Subscription, as applicable, to make same non-infringing; or (c) replace the cFive Software and/or cFive Subscription, as applicable, with a functional equivalent, in which case the Customer will stop (i) running the allegedly infringing cFive Software and/or (ii) using the cFive Subscription immediately. Alternatively, cFive may decide to litigate the claim to judgment, in which case the Customer may continue to use the cFive Software and/or cFive Subscription, as applicable, consistent with the terms of this Agreement. If cFive decides to litigate an infringement or misappropriation claim related to the cFive Software or cFive Subscription, and the plaintiff is able to secure an injunction prior to a resolution on the merits, then cFive will either: (a) procure for the Customer the right to continue its use of the cFive Software and/or cFive Subscription, as applicable; (b) modify the cFive Software and/or cFive Subscription, as applicable, to make same non-infringing; or (c) replace the cFive Software and/or cFive Subscription, as applicable, with a functional equivalent. If an infringement or misappropriation claim is fully litigated and the Customer's use of the cFive Software and/or cFive Subscription, as applicable, is enjoined by a court of competent jurisdiction, then in addition to paying any adverse final judgment (or settlement to which cFive consents), cFive will, at its option, either: (a) procure the right for the Customer to continue its use of the cFive Software and/or cFive Subscription, as applicable; (b) modify the cFive Software and/or cFive Subscription, as applicable to make same non-infringing while preserving substantially similar functionality as required under this Agreement; (c) replace the cFive Software and/or cFive Subscription, as applicable, with a functional equivalent; or (d) terminate the Customer's cFive Subscription, in which

case cFive shall return all unused pre-paid fees to Customer within 30 days. cFive will diligently and in good faith pursue these actions in the order listed herein. This Section provides the Customer's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Notwithstanding anything to the contrary in this Section, the provisions of this Section do not apply to any Third-Party Products or other intellectual property of any type created by any party other than cFive directly and cFive makes no representation, warranty or covenant in respect thereof.

12. **General Indemnification. [Intentionally deleted]**.

13. **DISCLAIMER; LIMITATION OF LIABILITY; EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CFIVE HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, CFIVE'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE CUSTOMER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE LESSER OF (A) $250,000; OR (B) THE AMOUNT OF ANNUAL FEES AS SET FORTH IN EXHIBIT H PRO RATED FOR THREE MONTHS OF THE ANNUAL FEES DUE OVER THE ANNUAL PERIOD OR PORTION THEREOF IMMEDIATELY PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE AS SET FORTH IN A WRITTEN NOTICE PROVIDED BY CUSTOMER TO CFIVE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION 11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CFIVE OR ITS EMPLOYEES, DIRECTORS, AGENTS, REPRESENTATIVES OR SHAREHOLDERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THIRD PARTY CLAIMS THAT ARE SUBJECT TO SECTION 11.**

14. **Insurance.** During the course of performing services under this Agreement, cFive agrees to maintain the following levels of insurance: (a) aggregate Commercial General Liability of at least $2,000,000 with a $1,000,000 cap per occurrence; (b) Workers Compensation complying with applicable statutory requirements; and (c) Excess/Umbrella Liability of at least $4,000,000. cFive will add the Customer as an additional insured to cFive's Commercial General Liability and Excess/Umbrella Liability policies. Upon the Customer's written request, cFive will provide the Customer with a certificate(s) of insurance identifying the Customer as a certificate holder. cFive agrees that its insurance will be primary on claims for which cFive is responsible. Copies of cFive's insurance policies are only available to the Customer in the event of a disputed or litigated claim.

15. **Additional Products and Services.** The Customer may purchase additional cFive products and services at the prices and/or rates set forth in the Investment Summary for the first 12 months from the Effective Date. If no rate is provided in the Investment Summary, the Customer may purchase additional cFive products and services at cFive's then current rates and prices. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided for in the Order Form.

16. **Dispute Resolution.** Each party agrees to notify the other in writing within 90 days of becoming aware of a dispute. The parties agree to cooperate to try to reasonably resolve all disputes. If requested by either party, a senior representative of each party will meet and engage in good faith negotiations; such representatives will convene within 90 days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable State rule. If the parties fail to resolve the dispute, the parties will proceed to non-binding mediation before a single mediator who is jointly selected by the parties. Said mediation will take place at Customer's facility (421 N. County Farm Road, Wheaton, Illinois 60187) or at the a location chosen by the mediator, if located within 35 miles of Customer's facility. The cost of the mediation will be paid by the Parties, half paid by cFive and half by the Customer. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 16, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, has no ongoing business relationship with either party and, to the extent necessary to mediate the particular dispute, general knowledge of the software domain. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of either party. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed by the mutually acceptable mediation provider entity. Nothing in this Section shall prevent either party from seeking necessary injunctive relief from a court of competent jurisdiction at any time.

17. **Taxes.** cFive's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases in connection with this Agreement. If cFive has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, cFive will invoice Customer and Customer will pay that amount unless Customer provides cFive with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, cFive is solely responsible for taxes assessable against it based on its taxable income.

18. **Subcontractors.** cFive is responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of this Agreement shall apply without qualification to any services performed provided by any cFive subcontractor. cFive reserves the right to subcontract work as it deems necessary to provide any Applicable cFive Deliverables.

19. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either parties' successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, the Customer's consent is not required for an assignment by cFive as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of cFive's assets.

20. **Force Majeure.** Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten Business Days after the Force Majeure event, the party whose performance is delayed shall provide the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

21. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties. No third party will be deemed to be a beneficiary of this Agreement, no third party will have the right to make any claim or assert any right under this Agreement, and this Agreement shall not be

construed as providing an enforceable right to any third party. This provision does not affect the rights of third parties under any Third-Party Terms.

22. **Entire Agreement; Amendment; Conflicts.** This Agreement, in its final composite form (including its exhibits and schedules), constitutes the entire agreement between cFive and the Customer with respect to the subject matter hereof, and supersedes all prior negotiations, representations, agreements or understandings, either written, oral or expressed, between cFive and the Customer relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other agreements between the parties or of either party. Purchase orders submitted by the Customer, if any, are for the Customer's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement shall be amended, modified or otherwise altered only by the written agreement and approval of both cFive and the Customer. Every amendment or addendum shall specify the date on which its provisions shall be effective.

23. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Customer shall not constitute a waiver.

25. **Independent Contractor.** In the performance of this Agreement, cFive shall act in its individual capacity and not as agent, employee, partner, joint venture or associate of the Customer. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. cFive accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged by it in work authorized by this Agreement.

26. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed to have been delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified or registered mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of a courier service delivery (e.g., Federal Express or similar service), return receipt signed by an employee or agent of the receiving party; or (d) upon receipt by sender of proof of email delivery at the address set forth on the signature page hereto or such other address as a party may have designated by proper notice to the other party. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

27. **News Releases, Public Statements, and/or Other Communications.** The Customer authorizes cFive to use Customer's name and any Customer trademark(s) or trade name(s) in any promotional or marketing material and for inclusion in any cFive customer list, without the prior disclosure by or approval of Customer. Any other use must be approved in writing by the parties.

28. **Confidentiality.**

    (a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement.

Each party further acknowledges that in the course of performing its obligations under this Agreement, each such party shall treat such Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to its own information of like importance that is to be kept confidential. Without limiting the generality of the foregoing:

(i) Each party and its agents, employees and subcontractors shall use such Confidential Information only as needed in the course of performing its obligations, or exercising its rights, under this Agreement and shall take commercially reasonable precautions to ensure the security and confidentiality of such Confidential Information.

(ii) Each party shall not disclose (nor allow its agents, employees and subcontractors to disclose) any Confidential Information collected, maintained or used in the course of performing its obligations, or exercising cFive's rights under this Agreement except as authorized by applicable law, either during the term of this Agreement or thereafter. Each party may only disclose Confidential Information only to its agents, employees and subcontractors who have a reasonable need to know such Confidential Information.

(iii) Confidential Information shall remain the property of the disclosing party. The parties will return or destroy all Confidential Information (including copies) received from the other within its possession, custody, or control promptly upon termination or expiration of this Agreement or upon an earlier written request. Within 30 days after such return or destruction the recipient shall certify in writing that such return or destruction has been accomplished. Notwithstanding the return or destruction of any Confidential Information, the parties shall be bound by their obligations of confidentiality in perpetuity.

(iv) All Confidential Information shall be and shall remain the sole property of the disclosing party.

(b) Either party shall immediately report to the other party any requests for the other party's Confidential Information if the request is made to such party pursuant to a subpoena or similar process or a request pursuant to a state open records act or equivalent statute.

(c) The parties' obligations under this Section shall not apply to information that:

(i) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its agents, employees or subcontractors;

(ii) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or

(iii) a party can establish by reasonable proof that it received such information from a third party who then had the right to disclose it to the receiving party.

(d) Confidential Information shall not be deemed to be in the public domain merely because any part of such data is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public. A party may refuse to accept any particular Confidential Information under this Agreement if it determines such data is nonessential for the Project. No warranties of any kind are given with respect to Confidential Information disclosed under this Agreement or with respect to any use thereof.

29. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Without limiting the terms of the Dispute Resolution provision set forth in Section 16, a party shall bring any and all legal proceedings arising hereunder in the Eighteenth Judicial Circuit Court for the State of Illinois, Wheaton, Illinois.

30. **Multiple Originals and Authorized Signatures**. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed,

scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed to be an original signature and will be fully enforceable as if an original signature.

31. **Cooperative Procurement.** To the maximum extent permitted by applicable law, cFive agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. cFive reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

32. **Statutes.** Each and every provision of applicable law and clause required by such applicable law to be inserted in this Agreement shall be deemed by this reference to be inserted herein, and this Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party this Agreement shall be amended to make such insertion or correction.

33. **Care of Customer Property.** cFive shall be responsible for the proper care and custody of any Customer-owned personal tangible property and real property furnished for cFive's use in connection with cFive's performance of its obligations under this Agreement. Any property loss or damage to such property caused by cFive or its agents, employees or subcontractors, except for normal wear and tear, shall be resolved under the dispute resolution process set forth in Section 16.

34. **Change Orders.** If the parties want to make any changes to the scope of Applicable cFive Deliverables set forth in any Statement of Work or Order Form, they must do so in a writing signed by both parties.

35. **Ownership Rights; Work Product Use.** The Customer acknowledges that cFive or its third-party suppliers own all right, title and interest in the Applicable cFive Deliverables and other intellectual property developed in connection therewith, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. To the extent that ownership of any rights or property described in the preceding sentence may not otherwise vest in cFive, Customer will take all necessary steps to properly assign to cFive, now or upon its creation without further consideration, the ownership of all such rights and property. Notwithstanding any provisions of this Agreement or any document executed in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of Applicable cFive Deliverables. The Customer further agrees that it shall not (a) represent that it has ownership of any cFive trademarks; (b) at any time do, or cause to be done, any act or thing contesting, or in any way impairing cFive's right, title and interest in such trademarks; (c) remove from any Applicable cFive Deliverable any of such trademarks, copyright notices or other product identification; (d) affix to from any Applicable cFive Deliverable any other trade name or trademarks; or (e) use any of such trademarks on any advertisement, business card, sales brochure or other document available to the public without the prior written approval from a duly authorized representative of cFive. Notwithstanding any provisions of this Agreement or any other document entered into in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of the Applicable cFive Deliverables.

36. **Survival.** Notwithstanding termination of this Agreement for any reason, Sections 6-9, 11-13, 16, 17, 19-29, 35, 36, all payment obligations of Customer in favor of cFive wherever set forth, and such other provisions as otherwise expressly or otherwise would reasonably be expected to survive termination shall survive the termination or expiration of this Agreement.

37. **Contract Documents.** This Agreement includes the following exhibits and schedules, which are incorporated into this Agreement by this reference:

Exhibit A   cFive Subscription Agreement

Exhibit B   Intentionally Blank

Exhibit C   cFive Professional Services Agreement

Exhibit D   cFive Maintenance Agreement

        Schedule 1: cFive Software Covered By and Subject To Maintenance Agreement

Exhibit E   cFive Support Agreement

        Schedule 1: Monthly Support Hours Allotment

Exhibit F   Maintenance and Support Process

        Schedule 1: Designated Staff

Exhibit G   Third-Party Terms

Exhibit H   Investment Summary

Exhibit I   Statement of Work

Exhibit J   Escrow Agreement

Exhibit K   Invoicing and Payment Policy

Exhibit L   Order Form

Exhibit M   Contractual Provisions

[Signature page follows.]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

cFive Solutions, Inc.   County of DuPage Illinois

By: **Signature on file**   By: **Signature on file**

Name: James L Newman   Name:

Title: Senior Vice President   Title:

Date: 6-14-2023   Date:

Address for Notices: Address for Notices:

cFive Solutions, Inc.   County of DuPage Illinois

155 N Riverview Drive

Anaheim Hills, CA 92808

Attention: Contracts Administrator   Attention:

Email: contracts@cfive.com   Email:

Exhibit B

cFive Subscription Agreement

cFive will provide the Customer with the cFive Subscription subject to the following additional terms and conditions. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Subscription License Grant and Specific Restrictions.**

   a. Solely to the extent expressly identified and set forth in the Order Form, Statement of Work and/or Investment Summary, cFive grants to the Customer a non-exclusive, nontransferable, non-assignable and limited license for the term set forth therein to use the cFive Subscription for internal business purposes only. Thereafter, the term will renew automatically for additional one-year terms unless terminated in writing by either party at least 90 days prior to the end of the current term, unless the parties mutually agree in writing to some other notice period. The Customer's rights to use the cFive Subscription as licensed in this Section will commence upon payment in full of the cFive Subscription license fee(s) set forth in the Order Form, Statement of Work and/or Investment Summary, but cFive may suspend those rights (or take such further action as permitted by the Agreement) if the Customer does not comply with the terms of the Agreement, the exhibits and schedules thereto and/or the Documentation and the Customer does not correct that non-compliance within 15 days of cFive's notice of that non-compliance.

   b. Solely to the extent expressly identified and set forth in the Order Form, Statement of Work and/or Investment Summary, cFive grants to the Customer a non-exclusive, nontransferable, non-assignable and limited license for the term set forth therein to use and copy the Documentation for internal, non-commercial reference purposes only on the same basis as set forth for the cFive Subscription as in Section 1(a).

2. **General Terms For cFive Subscription.**

   a. In no event shall cFive be responsible for the supply, installation or proper functioning of Third-Party Products (including, but not limited to, hardware, network, or other software or products) not supplied by cFive.

   b. The license terms herein or in the Agreement apply to updates and Enhancements cFive provides or makes available to the Customer through the Maintenance Agreement or other agreements between the parties.

   c. The Customer may not: (a) transfer or assign the cFive Subscription to a third party; (b) reverse engineer, decompile, or disassemble the cFive Subscription or any cFive Software; (c) rent, lease, lend, or provide commercial hosting services with the cFive Subscription or any cFive Software; or (d) publish or otherwise disclose the cFive Subscription or Documentation to third parties. cFive reserves all rights to the cFive Subscription, cFive Software, and Documentation not expressly granted to the Customer in the Agreement or this exhibit. The cFive Subscription, cFive Software, and Documentation are protected by copyright and other intellectual property laws and treaties. cFive owns the title, copyright, and other intellectual property rights in the cFive Subscription, cFive Software, and the Documentation.

   d. Use of Data. cFive will retain rights to use Customer data entered in the cFive Subscription without personal identifiable information for their generic analysis and re-marketing purposes.

   e. The Customer agrees to pay to cFive the license and other fees itemized in the Order Form, Statement of Work and/or Investment Summary in accordance with such forms, the Invoicing and Payment Policy, and other terms of the Agreement. Increases to the Customer's unit price after the initial term for cFive Subscription licensed on a subscription basis will be limited to an

annual escalation price of not more than 7%. cFive will notify the Customer no later than 90 days prior to the current year subscription expiration of increases anticipated in the next year.

f.   The Customer may not copy, modify, adapt, or create derivative works of the cFive Software or cFive Subscription or incorporate the cFive Software or cFive Subscription in computer programs not provided by cFive.   In the event of any unauthorized modification, adaptation or creation of a derivative work of the cFive Software or cFive Subscription, cFive reserves the right to terminate this Agreement or discontinue any warranty or support service in relation to such adapted or modified cFive Software, cFive Subscription, or derivative work thereof.

g.   The Customer acknowledges that cFive owns all rights, title and interest in the cFive Software and cFive Subscription, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. Customer also acknowledges that the cFive Software and cFive Subscription contain proprietary information belonging to cFive, and that nothing herein gives Customer any right, title or interest in the cFive Software or cFive Subscription except for Customer's limited express rights pursuant to Section 1 of this exhibit.

h.   The use of the cFive Subscription is subject to the terms of the Documentation as the same may be modified from time to time via email notice to Customer or by Web posting on support.cfive.com/support/login.

i.   The cFive Subscription shall be considered accepted for all purposes ("cFive Subscription Acceptance") upon the earlier of: (a) notification by Customer to cFive that the cFive Subscription is in compliance with the Documentation, by delivering a notice to cFive confirming such acceptance; or (b) completion of user training by cFive. If the cFive Subscription has the above-noted material non-conformity, Customer shall promptly notify cFive in writing and cFive shall attempt to correct such nonconformity. If after a reasonable period of time cFive is unable to correct such nonconformity in the cFive Subscription, Customer may, as its sole and exclusive remedy, invoke the termination provisions of Section 9 of the Agreement.

j.   cFive warrants that the cFive Subscription will be without Confirmed Defect(s) from the cFive Subscription Acceptance date and thereafter as long as the Customer is receiving the cFive Subscription in accordance with the terms of this Agreement and is in full compliance with the terms of the Agreement. If the cFive Subscription does not perform as warranted above, cFive will use commercially reasonable efforts to cure the Confirmed Defect or otherwise provide the Customer with a functional equivalent so long as the Customer is providing to cFive necessary access, information, testing time, and support including remote access.   Notwithstanding anything herein to the contrary, cFive does not warrant that the cFive Subscription shall be free from interruption, minor defects or errors that do not materially affect performance (which minor defects or errors may not be corrected by cFive) or that the cFive Subscription is designed to meet all of the Customer's business needs.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CFIVE MAKES NO WARRANTY WITH RESPECT TO COMPUTER SYSTEMS OR THIRD-PARTY SOFTWARE, THIRD-PARTY PRODUCTS OR ANY DATA.   CFIVE EXPRESSLY DISCLAIMS ALL WARRANTIES FOR COMPUTER SYSTEMS, DATA, THIRD-PARTY PRODUCTS AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

For the avoidance of doubt, to the extent any Third-Party Software is embedded in the cFive Subscription, the Customer's warranty rights are limited to cFive's defect resolution obligations set forth in the Agreement; the Customer does not have separate rights against any developer or

owner of Third-Party Products in connection with the Agreement.

Exhibit B

INTENTIONALLY BLANK

Exhibit C

cFive Professional Services Agreement

cFive will provide Customer with professional services pursuant to the terms of this Professional Services Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **<u>cFive Deliverables; Scope; Scheduling.</u>** cFive will provide Customer the cFive Deliverables in accordance with this Professional Services Agreement and an associated Order Form, pursuant to the rates specified on such Order Form. cFive and Customer, acting through their respective project managers, will agree on a project plan and schedule for all cFive Deliverables, with such schedule to be documented as part of the Order Form. In consideration for the commitment by cFive to assign staff to Customer's project in accordance with the agreed project plan and schedule, Customer agrees to conform to all project scheduling, to meet Customer responsibilities on time once a schedule is confirmed by both parties' project managers, and to promptly and diligently review all cFive Deliverables and other materials provided by cFive. Customer's purchases of cFive Professional Services are not contingent on the delivery of any future functionality or features of any cFive Software, or dependent on any oral or written public comments made by cFive regarding future functionality or features of any cFive Software. cFive does not provide maintenance or support of cFive Software Deliverable unless cFive and Customer enter into a separately scoped and priced maintenance or support agreement related to such cFive Software Deliverables.

2. **<u>Change Orders and Additional Services.</u>** Any change(s) to the scope of cFive Professional Services as specified in an Order Form, even if such change(s) have no impact on the estimated price, must be approved in an addendum or amendment to the original Order Form, specifying the revised scope and revised estimated price if applicable, and signed by Customer and cFive. Any requests by Customer for additional cFive Professional Services outside of the scope specified in an Order Form must be either (i) set forth in an addendum or amendment to an existing Order Form, specifying the additional scope and estimated price, and signed by Customer and cFive, or (ii) set forth in a new Order Form, specifying the additional scope and estimated price, signed by Customer and cFive. A change order or request for additional services may require the development of specific requirements to provide a response to Customer in connection with the change order or request for additional services. Customer understands and agrees that Customer will be charged for the development of requirements by cFive if, following notice to Customer, Customer instructs cFive to proceed with requirements gathering and definition, whether or not Customer ultimately requests cFive to perform all or a part of such work.

3. **<u>Project Delays; Rescheduling; Cancellations.</u>** In the event the delivery of any cFive Deliverable is delayed beyond the time set forth in any Order Form as a result of Customer's actions or failure to act, then cFive may, in its sole discretion and upon notice to Customer (and notwithstanding any other provision of this Professional Services Agreement or any other document entered into in connection herewith), (a) increase the scope and amount of the cFive Professional Services (including, without limitation, any project management services) to be provided to Customer in relation to the effect on the project from such delay and (b) deem the commencement date for cFive Deliverables (including, without limitation, the commencement of any maintenance or support agreements separately scoped and priced in relation to any cFive Software Deliverable) impacted by such delay to occur as of the date such cFive Deliverables would have been delivered absent the occurrence of such delay (for example, if a maintenance period on cFive Software was expected to start at an initially scheduled go live date, but go live is delayed due to Customer's actions or failure to act, then the maintenance period and associated maintenance payments will remain associated with the originally scheduled go live date despite the actual later go live date); provided, however, that in the event there is a cap on the overall amount that Customer may be charged for cFive Deliverables that is legally binding

against cFive, in lieu of exceeding such cap cFive may elect in its sole discretion upon notice to Customer to reduce the scope or term of any cFive Deliverables provided to Customer in order to implement any of cFive's rights pursuant to clauses (a) and (b) in this Section. If Customer cancels cFive Professional Services with less than 30 Business Days advance written notice to cFive (other than for breach of this Professional Services Agreement by cFive), Customer will be liable for all (a) non-refundable travel expenses incurred by cFive on Customer's behalf related to such canceled cFive Professional Services (whether such travel has actually occurred or not), and (b) daily fees associated with cancelled cFive Professional Services if upon such cancellation cFive is, using commercially reasonable efforts, unable to reassign personnel scheduled to perform cFive Professional Services for Customer to other billable projects. cFive will make commercially reasonable efforts to reassign its personnel to other billable projects in the event Customer cancels within 30 Business Days of scheduled commitments.

4. **Invoicing and Payment.** cFive will periodically invoice Customer for all fees set forth in an Order Form, including for time incurred providing professional services based on rates set forth in an Order Form. Invoices are generated at the time of delivery by cFive of cFive Deliverables and not at the time of cFive Deliverables acceptance by Customer. Payment for undisputed invoices is due within 60 days from the invoice date. A late fee shall be charged by cFive on overdue accounts not paid to cFive as provided under this Section at the rate of one percent (1.00%) per month or part thereof commencing with the date payment was due unless such late fee is restricted, prohibited, or limited by applicable law. In the event that late fees are by law restricted, limited, or prohibited, the parties agree that the fees intended hereby will not exceed such legal limit and that neither party will hold the other liable for any unintended violation of such limits.

5. **Invoice Disputes.** If Customer disputes one or more fees identified on an invoice, because the fees relate to services that Customer contends do not conform to the terms in this Professional Services Agreement, Customer will give cFive written notice of such dispute within thirty (30) days of its receipt of the applicable invoice. The written notice must contain reasonable detail of the issue(s) Customer contends are in dispute so that cFive can confirm the issue(s) and respond to Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Customer's notice. cFive will work with Customer as may be reasonably necessary to develop an action plan that outlines commercially reasonable steps to be taken by each party to resolve any issue(s) presented in Customer's notice. Customer may withhold payment of the amount(s) invoiced which are, in good faith, actually in dispute, and only those amounts, until cFive completes the action items outlined in such action plan. If cFive is unable to complete the action items outlined in the action plan because of Customer's failure to complete the items agreed to be done by Customer, and Customer does not rectify that failure within five Business Days after cFive has notified Customer of such failure, then cFive may demand immediate full payment of the disputed invoice and Customer shall pay such invoice in full within five Business Days. cFive reserves the right to suspend performance and delivery of all services, including cFive Professional Services and maintenance and support services pursuant to any separate Maintenance Agreement and/or Support Agreement(s), if Customer fails to pay an invoice not disputed as described above within five Business Days of notice of cFive's intent to do so. Customer's payment of an invoice for cFive Deliverables does not constitute acceptance of cFive Deliverables that subsequently are the subject of any applicable warranty claim pursuant to the warranty provisions of this Professional Services Agreement.

6. **Intellectual Property Infringement Indemnification.** cFive will defend, indemnify, and hold harmless Customer and its employees from and against any third-party claim(s) that cFive Software, cFive Software Deliverables or Documentation infringes that third party's U.S. published patent, copyright or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which cFive consents). Customer must notify cFive

promptly in writing of the claim. Nothing in this provision shall abridge or delegate the responsibility of the DuPage County State's Attorney's Office as Customer's legal representative nor shall it cause waiver of any defenses, privileges, or immunities which may be available to Customer in litigation. The State's Attorney shall not unreasonably withhold approval of an attorney recommended to him by an indemnifying party who meets his approval as a "special" assistant state's attorney for the purposes of the litigation and will likewise not unreasonably interfere with cFive's defense strategy. cFive's counsel, should it choose to retain one for litigation, shall keep the State's Attorney (or his designee) advised of all case developments on a bi-monthly basis. Customer agrees to provide cFive with reasonable assistance, cooperation, and information in defending the claim, at cFive's expense. cFive's obligations under this Section will not apply to the extent the claim or adverse final judgment is based on: (a) Customer's use of cFive Software that is not Supported cFive Software and the claim could have been avoided had Customer installed and used Supported cFive Software, and cFive provided written notice of that requirement to Customer as well as a 30 Business Day time frame within which to perform the version upgrade (which notice may be provided by publishing of a link on an applicable cFive Web site); (b) Customer combining cFive Software and/or cFive Software Deliverables with any product or device not provided or approved in the Documentation or otherwise in writing by cFive; (c) the alteration or modification of cFive Software and/or cFive Software Deliverables by Customer or third parties at Customer's direction without cFive's prior written consent; or (d) Customer's willful infringement, including use of cFive Software and/or cFive Software Deliverables, after cFive notifies Customer in writing to discontinue use due to such a claim; provided, however, that in the event of any third party infringement claim, cFive shall not require Customer to discontinue use of cFive Software or cFive Software Deliverables during the pendency of such claim unless and until cFive, at its option, either: (i) procures the right for Customer to continue its use of cFive Software or cFive Software Deliverables, as applicable, during cFive's defense of such claim; (ii) modifies cFive Software or cFive Software Deliverables, as applicable, to make cFive Software or cFive Software Deliverables non-infringing while preserving substantially similar functionality; or (iii) replaces cFive Software or cFive Software Deliverables, as applicable, with a functional equivalent. If cFive receives information concerning an infringement or misappropriation claim related to cFive Software and/or cFive Software Deliverables, prior to the claim being filed, cFive may, at its expense and without obligation to do so, either: (a) procure for Customer the right to continue use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable, to make cFive Software or cFive Software Deliverables non-infringing; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a functional equivalent, in which case Customer will immediately stop (i) running the allegedly infringing cFive Software and/or (ii) using cFive Software Deliverables. Alternatively, cFive may decide to litigate the claim to judgment, in which case Customer may continue to use cFive Software and/or cFive Software Deliverables, as applicable, consistent with the terms of this Professional Services Agreement. If cFive decides to litigate an infringement or misappropriation claim related to cFive Software or cFive Software Deliverables, and the plaintiff is able to secure an injunction prior to a resolution on the merits, then cFive will either: (a) procure for Customer the right to continue its use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable, to make same non-infringing; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a functional equivalent. If an infringement or misappropriation claim is fully litigated and Customer's use of cFive Software and/or cFive Software Deliverables, as applicable, is enjoined by a court of competent jurisdiction, then in addition to paying any adverse final judgment (or settlement to which cFive consents), cFive will, at its option, either: (a) procure the right for Customer to continue its use of cFive Software and/or cFive Software Deliverables, as applicable; (b) modify cFive Software and/or cFive Software Deliverables, as applicable to make same non-infringing while preserving substantially similar functionality as required under this Agreement; or (c) replace cFive Software and/or cFive Software Deliverables, as applicable, with a

functional equivalent. cFive will diligently and in good faith pursue these actions in the order listed herein. This Section provides Customer's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims. Notwithstanding anything to the contrary in this Section, the provisions of this Section do not apply to any Third-Party Products or other intellectual property of any type created by any party other than cFive directly and cFive makes no representation, warranty, or covenant in respect thereof.

7. **General Indemnification. [Intentionally deleted]**. .

8. **Ownership Rights and Use.** Customer acknowledges that cFive or its third-party suppliers own all right, title, and interest in the cFive Deliverables and other intellectual property developed in connection therewith, including but not limited to all worldwide copyrights, trade secrets, trademark, confidential and proprietary rights therein. To the extent that ownership of any rights or property described in the preceding sentence may not otherwise vest in cFive, Customer will take all necessary steps to properly assign to cFive, now or upon its creation without further consideration, the ownership of all such rights and property. Customer further agrees that it shall not (a) represent that it has ownership of any cFive trademarks; (b) at any time do, or cause to be done, any act or thing contesting, or in any way impairing cFive's right, title and interest in such trademarks; (c) remove from any cFive Deliverable any of such trademarks, copyright notices or other product identification; (d) affix to any cFive Deliverable any other trade name or trademarks; or (e) use any of such trademarks on any advertisement, business card, sales brochure or other document available to the public without the prior written approval of cFive. Notwithstanding any provisions of this Professional Services Agreement or any other document entered into in connection herewith, cFive may utilize freely any and all ideas, concepts, methods, know-how or techniques related to programming and processing of data, discovered or developed by cFive during the performance of cFive Professional Services and delivery of cFive Deliverables.

9. **Warranty.** cFive will perform the cFive Professional Services for Customer under this Professional Services Agreement in a commercially reasonable manner. In the event Customer believes cFive Professional Services do not conform to this warranty, Customer will notify cFive in writing of such alleged breach of such warranty within five Business Days of the discovery of such a breach after the completion of each such cFive Deliverable that is identified in the applicable Order Form or other relevant document, setting forth in reasonable detail the reasons Customer believes cFive Professional Services were not performed in a commercially reasonable manner. If cFive agrees with Customer that cFive Professional Services did not conform to this warranty, then cFive will re-perform the deficient cFive Professional Services or, at its option, refund the fees paid by Customer for such applicable deficient cFive Professional Services. cFive shall not be responsible or liable for any failures associated with determining the scope of the cFive Professional Services or determining whether the cFive Deliverables will achieve Customer's business objectives. Except as otherwise expressly set forth herein, cFive makes no guarantees or representations as to the results of the cFive Deliverables or cFive Professional Services.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE, CFIVE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO CUSTOMER, ANY OF ITS AFFILIATES OR ANY OTHER PARTY WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

10. **Site Access and Requirements.** Customer will provide cFive with full and free access to its personnel, facilities, and equipment as may be reasonably necessary for cFive to provide cFive

Professional Services, subject to any reasonable security protocols or other written policies provided to cFive.   For onsite work, as applicable, Customer will provide a reasonably suitable environment, location, and space for the installation of cFive Software, cFive Software Deliverables, and any Third-Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of cFive Software Deliverables and any Third-Party Products.   Customer is responsible for ensuring satisfactory Third-Party Product requirements required to run cFive Software Deliverables.

11. **Progressive Acceptance.**   When cFive has delivered any portion of a cFive Deliverable subject to acceptance criteria defined in an Order Form, cFive will notify Customer ("Notice of Completion") and request review and acceptance of the cFive Deliverable listed in such Notice of Completion. Customer shall promptly commence performing any required review or acceptance tests to determine whether the specified cFive Deliverables meet any acceptance criteria specified in the Order Form ("Acceptance Test").   Absent written notice from Customer rejecting the cFive Deliverable ("Notice of Rejection"), which shall be delivered by Customer to cFive within five Business Days from the Notice of Completion, the cFive Deliverables shall be deemed immediately accepted by Customer at the end of such period.   Any Notice of Rejection shall specify in reasonable detail in which respects the cFive Deliverables failed the Acceptance Test.   Customer shall first provide cFive the opportunity to make corrections and modifications to the cFive Deliverables, at cFive's expense, within ten Business Days from the date of receipt of Customer's Notice of Rejection.   cFive shall notify Customer when such corrections and modifications have been made and Customer shall commence re-testing such cFive Deliverables as quickly as possible.   If the cFive Deliverables still fail to pass the Acceptance Test, Customer and cFive shall repeat this process; provided, however, if the cFive Deliverables still fail to pass the Acceptance Test after 90 Business Days from cFive's initial receipt of Customer's first Notice of Rejection, Customer shall promptly notify cFive in writing and shall have the right, at its option, to cancel cFive Professional Services by giving immediate written notice of such cancelation to cFive.

Exhibit D

cFive Maintenance Agreement

cFive will provide Customer with maintenance for Supported cFive Software listed in Schedule 1 pursuant to the terms of this Maintenance Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Maintenance.** During the term in which this Maintenance Agreement is in effect, as part of resolving Confirmed Defects pursuant to this Maintenance Agreement, cFive will provide Customer with cFive Software Updates for Supported cFive Software pursuant to the terms herein.

   a. Notwithstanding anything to the contrary contained herein, this Maintenance Agreement will be in effect only during periods of the term in which Customer is current on all undisputed invoices from cFive to Customer (whether such invoices relate to this Maintenance Agreement or to any other agreement between cFive and Customer).

   b. All support for cFive Software will be provided pursuant to the terms of the Support Agreement. Any maintenance outside the scope of this Maintenance Agreement, or any additional cFive services, will be provided pursuant to the terms of the Professional Services Agreement.

   c. cFive, in its sole discretion, may determine that new functionality in cFive Software comprises a new product or module. New products or modules are not included as cFive Software Updates under this Maintenance Agreement and must be separately licensed by Customer. Such separate license may entail additional license and service fees. Customer will not be charged for a new product or module, or for any additional services related thereto, without a new Order Form authorized by Customer.

   d. Under no circumstances does cFive represent or warrant that all Defects or Confirmed Defects can or will be corrected.

   e. Schedule 1 to this Maintenance Agreement lists cFive Software covered by and subject to this Maintenance Agreement. The Investment Summary in Exhibit H lists the fees and payment obligations related to this Maintenance Agreement.

2. **Software Covered by Maintenance.** cFive's obligations under this Maintenance Agreement shall extend only to Supported cFive Software that is listed in Schedule 1 to this Maintenance Agreement.

   a. cFive has no obligations under this Maintenance Agreement to provide any maintenance for any future cFive Software Deliverables purchased by Customer unless Customer and cFive first agree in writing to explicitly include such as Supported cFive Software by specifically listing such in Schedule 1 to this Maintenance Agreement and updating the maintenance fees in the Investment Summary in Exhibit H (with such additional fees to be paid by Customer prior to such additional maintenance becoming effective).

   b. If Customer desires maintenance for cFive Software that is not Supported cFive Software (including, without limitation, Enhancements or earlier versions of cFive Software that are not Supported cFive Software), such maintenance may be provided for additional fees. In general, for additional fixed fees, cFive is able to offer maintenance on unmodified cFive Software Deliverables it has developed and entirely controls, such as most Enhancements. However, in general, cFive is unable to offer maintenance for additional fixed fees on cFive Software Deliverables it has developed but does not entirely control, such as interfaces dependent on Third-Party Software. In the event Customer desires maintenance of cFive Software Deliverables and cFive is unable to offer such maintenance for additional fixed fees, cFive may

provide such maintenance services on a time and materials basis pursuant to the terms of the Professional Services Agreement. In addition, in the event Customer desires maintenance of earlier versions of cFive Software that are not Supported cFive Software, cFive may provide at its discretion such maintenance services on a time and materials basis pursuant to the terms of the Professional Services Agreement.

3. **cFive Responsibilities.** cFive will use commercially reasonable efforts to provide maintenance for Supported cFive Software pursuant to the terms of this Maintenance Agreement and the Maintenance and Support Process, and cFive will:

   a. provide (i) a complete, installable copy of each cFive Software Update that Customer can install in up to three non-production Customer software environments, along with, if applicable, installation and release documentation, and (ii) a complete, installable copy of each Software Update that can be installed in one production Customer software environment;

   b. perform cFive's maintenance obligations in a professional manner to resolve Confirmed Defects in Supported cFive Software;

   c. maintain personnel that are sufficiently trained to be familiar with Supported cFive Software;

   d. provide Customer with a copy of cFive Software Updates in accordance with cFive's release schedule (generally 2 to 4 version releases per year), along with the documentation that cFive makes generally available; and

   e. provide remote Defect diagnosis and Confirmed Defect resolution using a widely available third-party secure connectivity tool designated by cFive, subject to any reasonable applicable security protocols.

   If, in the process of diagnosing a maintenance issue, cFive discovers that a Third-Party Product is the cause of a reported issue, cFive will notify Customer so that Customer may (i) contact the support agency for such Third-Party Product, and (ii) resolve such Third-Party Product issue.

4. **Maintenance Exclusions.** cFive has no obligations under this Maintenance Agreement to provide maintenance, support, or services that are outside the scope of this Maintenance Agreement. Maintenance, support, and services that are outside the scope of this Maintenance Agreement include, without limitation, the following:

   a. design, development, installation, implementation, configuration, testing, maintenance, or support for any Enhancements, modifications or interfaces;

   b. implementation, configuration, testing, maintenance, integration of, or support for any Third-Party Products;

   c. installation of cFive Software or cFive Software Updates on any environments other than the one non-production software environment described in the Support Agreement;

   d. implementation or deployment of cFive Software or cFive Software Updates;

   e. training, consulting, or other services including, without limitation, Customer data cleanup, Customer data migration, or configuration of cFive Software or cFive Software Updates;

   f. onsite issue diagnosis, maintenance, or support;

   g. support of cFive Software (such support to be provided pursuant to the terms of a separate Support Agreement) or professional services (such professional services to be provided pursuant to the terms of a separate Professional Services Agreement);

   h. changes to cFive Software required as a result of changes in any applicable law or regulation;

   i. integration of cFive Software with any Third-Party Software, including, without limitation,

design, development, testing, maintenance, or support of any interface between cFive Software and Third-Party Software;

j.   program management, project management, or any recurring meetings or calls; and

k.   data recovery services, regardless of the cause of data loss.

If Customer or its vendors other than cFive modifies cFive Software without cFive's prior written consent, then cFive will have no further obligation to provide maintenance on such cFive Software notwithstanding anything herein to the contrary.

5. **Customer Responsibilities.** During the term in which this Maintenance Agreement is in effect, Customer will:

a.   assign one Customer Executive, two Designated Staff, and one System Administrator;

b.   follow cFive's Maintenance and Support Process;

c.   adhere to cFive minimum specifications and requirements for Customer's Third-Party Products (understanding and acknowledging that implementation of cFive Software Updates may require Customer to upgrade its Third-Party Products), and perform all tasks necessary to manage Customer's Third-Party Products including, without limitation, installing and maintaining all required Third-Party Software on Customer's hardware;

d.   maintain current and appropriate Maintenance Agreement and/or Support Agreements for all Third-Party Products associated with cFive Software;

e.   provide ongoing internal Tier 1 support for all Customer's users by establishing and maintaining an internal help desk or its equivalent staffed with Customer subject matter experts who are knowledgeable of cFive Software, Customer's infrastructure and relevant Third-Party Products, and Customer's operations and business processes;

f.   diagnose and attempt to resolve all issues via Customer's internal Tier 1 support to eliminate any issues not caused by Defects prior to reporting any issue to cFive (issues that are not Defects include, without limitation, problems caused by Third-Party Products, insufficient or incorrect user training, Customer custom configurations, Customer business process changes, and Customer data problems);

g.   provide complete Defect Documentation concurrent with reporting an issue that is a suspected Defect;

h.   be responsible for installation, integration, and training with respect to each cFive Software Update (including, without limitation, installing cFive Software Updates in Customer software environments other than the one Customer testing (non-production) software environment specified in the Support Agreement);

i.   perform, at a minimum, daily database backups and periodically verify that such backups are restorable;

j.   allow cFive remote access using a widely available third-party secure connectivity tool designated by cFive;

k.   maintain a high-speed Internet connection capable of connecting cFive to Customer's server(s) and maintain a VPN accessible to cFive for connectivity purposes; and

l.   provide multiple cFive personnel with login accounts and local administrative privileges as cFive may reasonably require to provide remote Defect diagnosis and Confirmed Defect resolution, and provide access to servers, equipment, information, logs, infrastructure, and other resources that

cFive may reasonably request.

If third-party participation and cooperation is required for the performance of Customer responsibilities, Customer shall be responsible for securing such participation and cooperation. Notwithstanding anything to the contrary contained herein, this Maintenance Agreement shall cease to be in effect for any period during which Customer fails to comply with all of its responsibilities as detailed in this Section, and the Maintenance Agreement shall again be in effect only after Customer cures all areas of non-compliance with its responsibilities.

Schedule 1 to cFive Maintenance Agreement:

cFive Software Covered By and Subject To Maintenance Agreement

Supported cFive Software is limited to (i) the current and immediately preceding version of cFive Software, where each major or minor release of cFive Software is a version, plus (ii) Enhancements listed in the Investment Summary as of the Effective Date. No other software (including, without limitation, all modifications and interfaces) is covered by and subject to the Maintenance Agreement.

Exhibit E

cFive Support Agreement

Provided the Maintenance Agreement is in effect, cFive will provide Customer with support, pursuant to the terms of this Support Agreement, for Supported cFive Software listed in Schedule 1 of the Maintenance Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

1. **Support.** During the term in which this Support Agreement is in effect, cFive will provide support, pursuant to the terms herein, related to Supported cFive Software listed in Schedule 1 of the Maintenance Agreement.

   a. cFive will provide Customer with support, during Business Hours unless otherwise arranged pursuant to the terms of the Maintenance and Support Process, of Supported cFive Software up to the point each month that aggregate hours expended by all cFive staff in connection with such support in a given calendar month meet but do not exceed the Monthly Support Hours Allotment. All cFive staff expending time in connection with a support issue will record such time in fifteen-minute increments beginning from the time assistance is provided, and all such time will be aggregated and periodically compared to the Monthly Support Hours Allotment. Any additional support in excess of the Monthly Support Hours Allotment can be requested by Customer and provided by cFive pursuant to the Professional Services Agreement.

   b. Time expended by cFive staff diagnosing and resolving a Confirmed Defect that is ultimately determined by cFive to be a Severity 1, Severity 2, Severity 3 or Severity 4 issue (as defined in the Maintenance and Support Process) is maintenance covered by the Maintenance Agreement and will not be counted against the Monthly Support Hours Allotment. Time expended by cFive staff related to any issue that is ultimately determined by cFive to be a Severity 5 issue (as defined in the Maintenance and Support Process) is not maintenance and will be counted against the Monthly Support Hours Allotment.

   c. The Monthly Support Hours Allotment is a fixed amount applicable to each calendar month, and the Monthly Support Hours Allotment resets on the first calendar day of each month (there is no rollover of unused support hours from one month to the next).

   d. If Customer desires a higher Monthly Support Hours Allotment, such higher Monthly Support Hours Allotment may be provided for additional fees. Such a change would result in updating Schedule 1 to the Support Agreement to reflect the higher Monthly Support Hours Allotment and updating the support fees in the Investment Summary in Exhibit H (with such additional fees to be paid by Customer prior to such higher Monthly Support Hours Allotment becoming effective).

   e. Schedule 1 to this Support Agreement states the Monthly Support Hours Allotment available to Customer. The Investment Summary in Exhibit H lists the fees and payment obligations related to this Support Agreement.

2. **cFive Responsibilities.** cFive will provide support for Supported cFive Software pursuant to the terms of this Support Agreement and the Maintenance and Support Process, and cFive will use commercially reasonable efforts to:

   a. if Monthly Support Hours Allotment is 30 or more hours, assign a Support Account Manager who will be the primary point of contact for Designated Staff and who will coordinate provision of cFive support to Customer;

   b. install cFive Software Updates on one agreed upon Customer testing (non-production) software environment;

c. perform cFive's support obligations in a professional manner;

d. maintain personnel that are sufficiently trained to be familiar with Supported cFive Software; and

e. provide remote support services using a widely available third-party secure connectivity tool designated by cFive, subject to any reasonable applicable security protocols.

3. **Support Exclusions.**   cFive has no obligations under this Support Agreement to provide maintenance of any kind, or to provide support or services that are outside the scope of this Support Agreement, including any support in excess of the Monthly Support Hours Allotment.   Support and services that are outside the scope of this Support Agreement include, without limitation, business analysis, consulting, data cleanup or migration, development or code modification related to Enhancements or interfaces, project management (including any recurring meetings), report development, and training.   Any support outside the scope of this Support Agreement, or any additional cFive services, will be provided pursuant to the terms of the Professional Services Agreement.

4. **Customer Responsibilities.**   During the term in which this Support Agreement is in effect, Customer will have the same responsibilities as Customer has under the Maintenance Agreement.

Schedule 1 to cFive Support Agreement:

Monthly Support Hours Allotment

Customer's Monthly Support Hours Allotment is 8 hours.

Exhibit F

Maintenance and Support Process

This Maintenance and Support Process supplements the Maintenance Agreement and the Support Agreement. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

Support Resources

Resources and documentation are available on the cFive Website (https://www.cfive.com/support/), or other location as may be designated from time to time, to assist in Customer's provision of its Tier 1 support.

Support Channels

cFive provides the following channels of support for use by Designated Staff to report issues in connection with Supported cFive Software:

a. Online submission via cFive Connect: Designated Staff can create issues through cFive Connect available on the cFive Website (https://www.cfive.com/support/); and

b. Telephone: For urgent Severity 1 and Severity 2 issues, Designated Staff may utilize telephone support subject to cFive's support availability described below.

Support Availability

Maintenance under the Maintenance Agreement and support under the Support Agreement are each provided only during Business Hours.

After Hours Support

Upon Customer request, cFive will provide After Hours Support pursuant to the terms of this paragraph. Any maintenance or support requested by Customer to be rendered by cFive outside of Business Hours will be provided at cFive's then-current After Hours Support rates (cFive maintains a list of rates that are updated periodically). After Hours Support is provided in one-hour minimum increments (the minimum amount of billable time for maintenance or support outside of Business Hours is one complete hour even if such maintenance or support requires less than one hour of work). Response to support requests outside of Business Hours is offered without any targeted response time by cFive notwithstanding anything herein to the contrary.

cFive Personnel: Maintenance

For customers with a cFive maintenance agreement in effect, maintenance consists of four types of personnel:

a. Maintenance and Support Representatives are responsible for responding to and coordinating resolution of issues.

b. Maintenance and Support Engineers are development staff responsible for providing technical assistance to Maintenance and Support Representatives to help diagnose and resolve issues. Customer's interactions with Maintenance and Support Engineers will be limited to contact initiated by Maintenance and Support Engineers in connection with providing maintenance and support.

c. Maintenance and Support Manager is responsible for managing Maintenance and Support Representatives.

d. cFive Executive is responsible for customer satisfaction.

cFive Personnel: Support

For customers with a cFive maintenance agreement in effect and an active cFive support agreement in effect that includes a Monthly Support Hours Allotment of 30 hours or more, maintenance and support consists of five types of personnel: (i) the four types of personnel available to customers with a cFive maintenance agreement in effect, plus (ii) a designated Support Account Manager who is a Maintenance and Support Representative designated as the primary point of contact for Designated Staff as described in the Support Agreement.

Issue Handling

Issue Tracking

All maintenance and support issues are logged into cFive Connect and given a unique issue number. The cFive Connect system tracks the history of each issue. The issue number is used to track and reference open issues when Designated Staff contact cFive support, and Customer may track issues using the issue number through cFive Connect.

Issue Severity

Each issue reported to cFive by Customer will ultimately be assigned a severity level by cFive. cFive will use its reasonable judgment in assigning an appropriate severity level to each issue based on the criteria described in the severity levels below. The issue resolution process described below may not address every type of issue, and certain characteristics described in this process may or may not apply to a particular issue. The goal of defining the process below is to help guide Customer and its Designated Staff towards clearly understanding and communicating the severity of an issue and to describe generally expected response and resolution targets.

cFive recognizes that Customer's business and technical priorities may evolve over time. If Designated Staff believe the severity level of an issue should be changed, then Designated Staff should discuss reclassifying severity level by contacting (i) the Support Account Manager, if one is assigned, or (ii) a Support Representative, if no Support Account Manager is assigned. cFive will make the final determination on the severity level classification of an issue.

Issue Priority

Independent of severity level, each issue may be assigned a priority level (e.g., low, medium, high, and urgent) in cFive Connect to allow cFive and Customer to sequence the resolution of issues.

Issue Severity Levels, Associated Response Times, and Resolution Process
Upon receipt of a reported issue, cFive will use commercially reasonable efforts during Business Hours to meet the resolution targets set forth below. Due to the complex nature of software development and operating environments, cFive does not guarantee the time that it will take to resolve an issue. cFive may not be able to provide a Workaround within the targeted resolution time, particularly if the issue was reported after Third-Party Product updates or changes. For all Confirmed Defects, at cFive's discretion, a Workaround can be considered a permanent resolution.

Severity 1 Issue

a. **Definition.**   An issue that is a Confirmed Defect that results in the complete failure of Supported cFive Software and which causes a severe and ongoing material adverse impact on Customer's operations.

b. **Response Time.**   During Business Hours cFive shall provide an initial response within four hours of receipt of Defect Documentation.   Unless Customer requests After Hours Support as described herein, outside of Business Hours cFive will provide an initial response within one Business Day of receipt of Defect Documentation.

c. **Response.**   cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue.   cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.

d. **Resolution and Resolution Time.**   cFive will use commercially reasonable efforts to provide a Workaround for a Severity 1 Confirmed Defect within three Business Days of receiving from Customer enough information to allow cFive to confirm and/or recreate the Defect.   cFive will deliver to Customer correcting software in a future cFive Software Update.

Severity 2 Issue

a. **Definition.**   An issue that is a Confirmed Defect that results in a partial failure of Supported cFive Software and which causes a significant and ongoing material adverse impact on Customer's operations.

b. **Response Time.**   cFive will provide an initial response within one Business Day of receipt of Defect Documentation.

c. **Response.**   cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue.   cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.

d. **Resolution and Resolution Time.**   cFive will use commercially reasonable efforts to provide a Workaround for a Severity 2 Confirmed Defect within six Business Days of receiving from Customer enough information to allow cFive to confirm and/or recreate the Defect, and cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

Severity 3 Issue

a. **Definition.**   An issue that is a Confirmed Defect that significantly impairs the use of Supported cFive Software but which has only a limited ongoing impact on Customer's operations.

b. **Response Time.**   cFive will provide an initial response within five Business Days of receipt of Defect Documentation.

c. **Response.**   cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue.   cFive will review and diagnose the issue, set its initial severity level, and assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.

e. **Resolution and Resolution Time.** cFive will use commercially reasonable efforts to provide a Workaround for a Severity 3 Confirmed Defect, and cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

Severity 4 Issue

a. **Definition.** An issue that is a Confirmed Defect that is cosmetic or that does not significantly impair usability of Supported cFive Software on an ongoing basis.

b. **Response Time.** cFive will provide an initial response within ten Business Days of receipt of Defect Documentation.

c. **Response.** cFive's initial response will include an acknowledgement of notice of the issue and either confirmation that cFive has received sufficient information (such as, in the case of a Defect, Defect Documentation) or a request for additional information related to the issue. cFive will review and diagnose the issue, set its initial severity level, and, at cFive's discretion, cFive may assign appropriate personnel to either correct the issue or, in the case of a Confirmed Defect, identify a Workaround.

d. **Resolution and Resolution Time.** cFive may deliver to Customer, at cFive's discretion, correcting software in a future cFive Software Update.

Severity 5 Issue

a. **Definition.** An issue that is not a Severity 1, Severity 2, Severity 3 or Severity 4 issue (Severity 5 issues include, without limitation, Enhancement requests, usage questions, user errors, issues caused by or related to Third-Party Products, suspected Defects that are ultimately determined to not be Confirmed Defects, any issues related to cFive Software that is not Supported cFive Software, and any questions or other requests).

b. **Response Time.** cFive will provide an initial response within ten Business Days.

c. **Response.** Severity 5 issues are outside the scope of the Maintenance Agreement, and cFive is not required to provide resolution to any Severity 5 issues. Customer may choose to have cFive address certain Severity 5 issues using support time counted against the Monthly Support Hours Allotment pursuant to the Support Agreement (subject to any limitations provided therein) or as requested by Customer to be provided by cFive pursuant to the Professional Services Agreement.

Lost or Corrupted Data

Customer is solely responsible for its data. cFive has no liability for lost or corrupted data, and cFive's responsibility in the event of lost or corrupted data is limited to assisting Customer to restore the Supported cFive Software database to a known, accurate state using Customer backups (with such assistance using support time counted against the Monthly Support Hours Allotment pursuant to the Support Agreement or as requested by Customer to be provided by cFive pursuant to the Professional Services Agreement.).

Maintenance Issue Escalation

If cFive is unable to resolve a maintenance issue pursuant to the resolution and resolution times described above or if cFive is unable to, in cFive Connect, assign the resolution of a Confirmed Defect to a specific future cFive Software Update, then after the applicable resolution time described above has elapsed Customer may escalate the maintenance issue pursuant to the following maintenance issue escalation process.

a. Designated Staff will first communicate with the Support Account Manager (if one is assigned) in an effort to resolve the issue or, in cFive Connect, assign a Confirmed Defect to a specific future cFive Software Update.   If no Support Account Manager is assigned, then System Administrator will first communicate with cFive Support Manager as described in (b) below.

b. If the same issue remains unresolved or unassigned to a specific future cFive Software Update for ten or more Business Days after step (a) above, then System Administrator will communicate with cFive Support Manager in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.

c. If the same issue remains unresolved or unassigned to a specific future cFive Software Update for ten or more Business Days after step (b) above, then Customer Executive will communicate with cFive Executive in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.

Support Issue Escalation

If cFive is unable to resolve a support issue (issues other than Severity 1, Severity 2, Severity 3, or Severity 4 Confirmed Defects), then Customer may escalate the support issue pursuant to the following support issue escalation process.

a. Designated Staff will first communicate with the Support Account Manager (if one is assigned) in an effort to resolve the issue.   If no Support Account Manager is assigned, then System Administrator will first communicate with cFive Support Manager as described in (b) below.

b. If the same issue remains unresolved for ten or more Business Days after step (a) above, then System Administrator will communicate with cFive Support Manager in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.

c. If the same issue remains unresolved for ten or more Business Days after step (b) above, then Customer Executive will communicate with cFive Executive in an effort to establish a mutually satisfactory plan and timeframe to resolve the unresolved issue.

Schedule 1 to this Maintenance and Support Process lists the staff initially designated by Customer and cFive.

Schedule 1 to cFive Maintenance and Support Process:

Designated Staff

Customer initially designates the following staff to the following roles:
- Customer Executive shall be the Director of Probation and Court Services
- System Administrator shall be Lana Long
- Designated Staff shall be John Marczewsk and TBD

Customer may change its designated staff in this Schedule 1 in its sole discretion at any time upon written notice to cFive.

cFive initially designates the following staff to the following roles:

- cFive Executive shall be James Newman
- cFive Maintenance and Support Manager shall be Matthew Cerralvo
- No Support Account Manager is assigned.

cFive may change its designated staff in this Schedule 1 in its sole discretion at any time upon written notice to Customer.

Exhibit G

Third-Party Terms

cFive provides the Customer with the following Third-Party Terms. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

The Third-Party Terms apply to any Third-Party Products identified in the Investment Summary. The limited warranty applicable to the cFive Software in Exhibit A of the Agreement applies to embedded third-party functionality that is not separately identified in the Investment Summary. cFive further warrants that the appropriate third party developer has granted cFive the necessary license to (i) embed the unidentified third-party functionality in the cFive Software; and (ii) sublicense it to the Customer through cFive's license grant to the cFive Software.

Exhibit H

Investment Summary

The following Investment Summary details the software, subscriptions, products, and services (including fees in relation to the Maintenance Agreement and/or Support Agreement) to be delivered by cFive to Customer under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.   In the event of any inconsistency between this Investment Summary and the other provisions of the Agreement, the latter shall prevail.

CFIVE SUBSCRIPTIONS

Subscription	Period	Payment Schedule	When Billed
Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal	Deployment and Initial usage period ending 3/31/2024	$41,448.00	Initial amount with 30 days of contract effective date
Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal	4/1/2024 to 3/31/2025	$138,285.00	60 days prior to start date.
Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal	4/1/2025 to 3/31/2026	$145,199.00	60 days prior to start date.

Unlimited Departmental User License for the Department of Probation and Court Services – of the following: cFive Supervisor cFive Reporting cFive Provider Portal	4/1/2026 to 3/31/2027	$152,459.00	60 days prior to start date.

PROFESSIONAL SERVICES

There will be no migration of customization that have been added to the PCMS application, as they should not be required based on the new functionality of Supervisor 2.0. Any enhancements or customizations not listed below will be quoted once there is a detailed specification developed.

Deliverable	Cost per Deliverable	Payment Schedule	When Billed
Project Management	$15,6000.00	9 Payment of $1,733.33	Invoiced Monthly
Configuration and Consulting	$23,400.00	1 Payment of $23,400.00	Invoiced upon completion of Configuration
Data Migration	$9,750.00	Initial Migration run 1 payment of $4,875.00 Final Migration run payment of $4,875.00	Invoiced upon completion of each migration run.
DUCS Interface	$39,000.00	When installed in test payment of $19,500.00 At go live payment of $19,500.00	Invoiced upon completion of each
Training (Remote)	$5,850.00	1 Payment of $5,850.00	Invoiced upon completion

Exhibit I

Statement of Work

[Insert]

Exhibit J

Escrow Agreement

The Escowtech escrow agreement is provided as a separate document

Exhibit K

Invoicing and Payment Policy

cFive will provide the Customer with the Applicable cFive Deliverables set forth in the Investment Summary and/or Order Form. Capitalized terms used but not otherwise defined in this exhibit will have the meaning assigned to such terms in the Agreement to which this exhibit is appended.

Invoicing: cFive will invoice the Customer for the applicable fees in the Investment Summary and/or Order Form and as elsewhere described in the Agreement as set forth below and as further required by the Agreement.

1. **cFive Subscription.** Services fees are invoiced as set forth in the Investment Summary and/or Order Form as well as the other applicable exhibits to the Agreement.

2. **cFive Professional Services.** Professional Services fees are billed and invoiced as delivered, at the rates set forth in the Investment Summary and/or Order Form as well as the other applicable exhibits to the Agreement.

3. **Third-Party Products.**
   a. Third-Party Software license fees: License fees for Third- Party Products comprised of software, if any, are invoiced when cFive makes same available to the Customer for downloading.
   b. Third-Party Software maintenance fees: The first-year maintenance fees for the Third-Party Products comprised of software, if any, are invoiced when cFive makes same available to the Customer for downloading.

4. **cFive Expenses.** Customer agrees to reimburse cFive for all prepaid travel with respect to cancelled engagements.

5. **Payment.** Payment for undisputed invoices is due within 60 days from the invoice date and invoices are generated at the time of delivery by cFive of Applicable cFive Deliverables and not acceptance by Customer of same. If Customer delays an invoice payment for any reason, Customer shall promptly notify cFive in writing of the reasons for such delay. If Customer, acting in good faith, disputes the accuracy of all or part of any invoice, Customer shall notify cFive in writing of such dispute within thirty (30) days of receipt of the invoice in question, including the specific line item subject to dispute and the reasons for the dispute. Notwithstanding such dispute, Customer shall pay all undisputed amounts in accordance with existing contract terms. cFive may apply any payment received first to any delinquent amount outstanding. Late payments are subject to the provisions of Section 8 of the Agreement. cFive prefers to receive payments electronically. cFive will provide their electronic payment information separately.

Exhibit L

Order Form

cFive offers professional services pursuant to the Professional Services Agreement based on cFive's rates as specified in an Order Form.   Unless otherwise clearly specified in an Order Form as firm fixed price, all professional services are provided by cFive on a time and materials basis whereby Customer pays for time actually incurred by cFive, based on rates determined by the nature of work performed, at then-current cFive rates as specified on the Order Form, even if the price of such aggregate time actually incurred exceeds the estimated total price included in the Order Form.

Governing categories and rates are those categories and rates specified in an Order Form.

Example Order Form
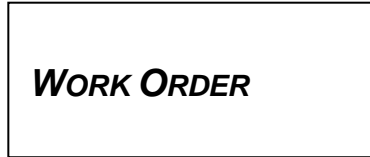
	WORK ORDER

Work Order No.:

Customer Name:

Date:

**Order Form Expires if not
Signed on or Before:**

This Work Order is governed by the **Professional Services Agreement** between the parties. Capitalized terms used but not defined in this Work Order Form have the meanings given to them in the Professional Services Agreement. Upon completion and execution by the parties, this Work Order shall become binding on the parties.

Task #	Task Description	Estimated Cost
1.0		

2.0		
3.0		

Total Work Order $

PAYMENT TERMS:
Work will be invoiced as follows:
Due upon -_____ and acceptance as described in General Terms

Invoices are due Net 15 days from the date of the invoice.

GENERAL TERMS:

1. Resource requirements represent good faith estimates based upon information provided to cFive as of the Work Order date by Customer.
2. cFive reserves the right to cancel the Order if not accepted in writing and transmitted to cFive by customer by Work Order Expiration Date listed above.
3. Upon delivery to Customer test environment by cFive. Customer will begin testing and acceptance. Customer will complete the test and acceptance within 5 business days, upon notification of acceptance or the conclusion of the 5 working days, cFive will prepare the Final Acceptance Document for Customers Approval which will not be unreasonable withheld. If the enhancements fail the agreed upon test plan then cFive will correct the issue(s) and the test and acceptance will begin again.

.

cFive will contact you directly if any special arrangements, e.g., equipment, facilities, etc. are necessary.

On behalf of Customer, I have read and accept the above Work Order:

Customer:

cFive:

cFive Solutions, Inc
155 N Riverview Drive
Anaheim Hills CA 92808

By: _____

By: _____

Name (Print): _____

Name   James Newman_____

Title: _____

Title: Senior Vice President_____

Date: _____

Date: _____

Specification

Item #	Freshdesk #	Title	Description
1.0			

Exhibit M

Contractual Provisions

The provisions contained in this Exhibit M are hereby incorporated in the Agreement and made a part thereof and are effective as of the Effective Date.

[The intent of Exhibit M is to eliminate any and all redlines to the master agreement and its exhibits, and to instead document all changes to the master agreement and/or exhibits as replacement language captured in this Exhibit M.]