Bitfocus Master Services Agreement (MSA)

This Master Services Agreement ("MSA"), consisting of this document and one (1) or more Service Agreements, together with the County Purchase Order to which this MSA is attached, and the Indemnification and Insurance Requirements attached thereto (collectively, the "**Agreement**"), is made and entered into between you ("**Customer**" or "COUNTY") and Bitfocus, Inc. ("**Bitfocus**" or "CONTRACTOR"), a Nevada corporation with a primary mailing address of 5940 S Rainbow Blvd Ste 400 #60866 Las Vegas, Nevada 89118- 2507 USA. The Agreement is effective as of the date of the last signature appearing on Customer's initial Service Agreement (the "**Effective Date**").

READ CAREFULLY. **Unless superseded by a signed Service Agreement between you and Bitfocus, Bitfocus is willing to provide Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition and use of these Services.**

1. Background

1.1. Bitfocus owns and operates Clarity Human Services, a Software as a Service (SaaS) application (the "**ClarityHS Service**"), and provides related professional services. These services are collectively described in the attached Service Agreement(s) (the "**Services**").

1.2. Customer requires services like those offered by Bitfocus. Bitfocus wishes to provide these Services.

1.3. Together, Bitfocus and Customer agree to the terms and conditions of this Agreement.

2. Definitions

2.1. **Confidential Information** shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, Customer , supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or and services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

2.2. **Materials** are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings, and similar works) that Bitfocus may deliver to

Customer as part of a Service. The term "Materials" does not include licensed products available under separate license agreements.

2.3. **Outage Time** is defined as the time elapsed from when Customer notifies Bitfocus of the service disruption to the time that access is restored.

2.4. **Service** is the performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as access to a web application) that Bitfocus makes available to Customer.

2.5. **Work Products** are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation, publications, promotional or educational materials, reports, manuals, specifications, drawing and sketches, computer programs, software, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Agreement Structure

3.1. The Agreement consists of this document and attachments called "**Service Agreements**" or "**Forms**" that contain additional terms (each an "**Attachment**"). Each Attachment is made a part of the Agreement by this reference.

    3.1.1. *Services Agreements*. Each Services Agreement sets forth the terms and conditions under which Bitfocus agrees to provide the Services described therein. The Service Agreement(s) may be amended later with the signed written agreement of both Bitfocus and Customer. This Agreement and the applicable Service Agreement(s) shall remain in effect until terminated as provided herein.

3.2. Should document terms conflict, Attachment terms prevail over those of this Master Services Agreement.

4. Term and Termination

4.1. *Term*. Unless this Agreement or a Service Agreement is terminated earlier in accordance with the terms set forth in this Section, the term of a Service Agreement (the "**Initial Term**") starts on the Effective Date and continues for sixty (60) months, thereafter.

    4.1.1. Following the Initial Term, a Service Agreement will, upon customer request, renew for successive twelve (12) month terms, (each, a "**Renewal Term**"). Customer may provide Bitfocus with written notice of termination; provided, however, that: (a) such notice be given no fewer than ninety (90) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. (c)Customer may terminate at any time in the event of insufficient funding even if not within the time specified in (a).

    4.1.2. "**Term**" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

4.2. *Notice to Cure ("Termination for Cause")*. If a Party perceives the other Party to be in material breach of this Agreement (the "**Aggrieved Party**"), they shall provide the other Party with written notice specifying the exact nature of the breach, when the breach occurred, and the ameliorative actions necessary to cure the breach.

    4.2.1. The Party receiving the notice shall be entitled to thirty (30) days from the date it received the notice to take any ameliorative actions to the Aggrieved Party's satisfaction.

    4.2.2. If the other Party believes there is no breach, then that Party shall provide written explanation of the same to the Aggrieved Party within fifteen (15) days of receiving the Notice to Cure.

    4.2.3. If the Aggrieved Party is satisfied with either the explanation or the ameliorative actions, then it shall provide written notice of its satisfaction. If the Aggrieved Party is not satisfied despite the other Party, then they may terminate this Agreement or Service Agreement.

4.3. *Payments Upon Termination*. Upon the expiration or termination of this Agreement or a Service

Agreement for any reason, Customer shall pay to Bitfocus all amounts due and payable hereunder.

4.3.1. *In the Event of "termination for cause" Bitfocus will refund a prorated amount of contract fees to Customer.*

4.4. *Return of Materials.* Upon expiration or earlier termination of this Agreement or a Service Agreement, each Party shall: certify the destruction of any of the following of the other Party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other Party, or permit the other Party to remove, any properties of the other Party then situated on such Party's premises.

4.4.1. Prior to Termination, a copy of Customer Data will be provided to Customer upon written request (the "Severance Package").

4.4.1.1. The first copy of the Severance Package will be delivered electronically without charge. Additional copies, or copies delivered on physical media, will be provided for a fee of $500 per copy plus applicable delivery charges.

4.4.1.2. Customer is solely responsible for any data transformations or formatting required to convert the Severance Package into a specific file format or schema. Bitfocus strongly encourages Customer to pull copies of relevant reports and exports before terminating service.

4.4.1.3. Customer will be provided a full copy of customer database as part of severance package.

4.4.2. The parties agree to work in good faith to execute the preceding promptly and efficiently.

4.5. *Survivability.* This Section shall survive the termination of this Agreement.

5. Information Security

5.1. Without limiting Bitfocus' obligation of confidentiality as further described herein, Bitfocus shall be responsible for establishing and maintaining an information security program that is designed to:

5.1.1. ensure the security and confidentiality of the Protected Data;

5.1.2. protect against any anticipated threats or hazards to the security or integrity of the Protected Data;

5.1.3. protect against unauthorized access to or use of the Protected Data;

5.1.4. ensure the proper disposal of Protected Data; and

5.1.5. ensure that all subcontractors of Bitfocus, if any, comply with all the foregoing.

6. Terms of Payment

6.1. Customer shall be responsible for and shall pay to Bitfocus the fees as described in the Agreement and attached Service Agreement(s), subject to the terms and conditions contained therein. Any sum due Bitfocus for Services performed for which payment is not otherwise specified shall be due and payable fifteen ("15") days after receipt by Customer of an invoice from Bitfocus. Customer will make payments for the specified Services in accord with the following conditions.

6.2. *Monthly Invoices.* Bitfocus will send an email invoice to Customer on the first day of each Month.

6.3. *Payment Deadline.* Customer will make payments on invoices within fifteen ("15") calendar days from the date of email invoice.

6.4. *Payment Method.* To facilitate the payment of obligations under this Agreement, Customer authorizes Bitfocus to initiate debits or credits through the Automated Clearing House (ACH) settlement process or any other wire transfer system in effect for amounts due under this Agreement. Customer shall execute all forms and documentation necessary from time to time to effectuate such automatic debiting.

6.5. *Pro-Rated Standard Charges.* In cases where services are initiated or terminated on dates other than the first day of the month, Customer will pay pro-rated Fixed and Variable charges.

6.6. *Late Payment Penalty*. Customer will render a Late Payment Penalty of one and one-half percent ("1.5%") interest per month on balances unpaid after the Payment Deadline. Late Payment penalties will be charged to the next invoice for regular service.

6.7. *Cancellation of Service Agreement*. Customer will pay a reasonable administrative fee for any cancellation of this contract or associated Service Agreement prior to delivery of services.

6.8. *Annual Rate Increase*. Prices listed in this Agreement and its attached Service Agreements will be held fixed throughout the Initial Term of the Agreement. An Annual Rate Increase of three percent (3%) will be made every year thereafter, starting at the beginning of the first Renewal Term.

6.9. *Taxes*. Customer is responsible for payment of any and all federal, state, and local taxes, charges, or surcharges unless Customer provides Service Provider with proof of Customer 's tax-exempt status. Customer will indemnify Bitfocus for all costs, claims, taxes, charges, and surcharges levied against Bitfocus relative to such exempt status.

6.10. *Tariff Applications*. Customer acknowledges that the services may be subject, in whole or in part, to one or more provisions of state or federal tariffs filed by Customer. In the event of any conflict between any provision of this Agreement and any provision of such tariff, the provision of such tariff will control. This Agreement and the Services will be subject to such modifications as may be required or authorized by a regulatory agency in the exercise of its lawful jurisdiction.

6.11. Initiation of Services

    6.11.1. *Start Date*. Startup activities will be initiated upon receipt of payment and fully executed Agreement.

    6.11.2. *Full Payment Due*. Initiation of services requires advance payment of all fees included in this Service Agreement. Bitfocus must receive payment before startup activities will be initiated.

7. Property Rights

    7.1.1. *Pre-existing Materials*. Customer acknowledges that, in the course of performing the Services, Bitfocus may use software and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "**Pre-existing Materials**") and that same shall remain the sole and exclusive property of Bitfocus.

    7.1.2. *Customer Data*. Customer's information, or any derivatives thereof, contained in any Bitfocus repository (the "**Customer Data**," which shall also be known and treated by Bitfocus as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, upon the request of Customer and upon termination of this Agreement or a Service Agreement. Bitfocus is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

    7.1.3. *No License*. Except as expressly set forth herein, no license is granted by either Party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either Party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

    7.1.4. Intellectual Property Rights

        7.1.4.1. Bitfocus, as owner/operator of Clarity Human Services shall and does own all titles, rights and interests in all Work Products created by Bitfocus and its subcontractors and used to provide services to Customer under this Agreement. Work products commissioned by Bitfocus for use by Customer shall remain the sole ownership of

Bitfocus.

7.1.4.2. Bitfocus retains full ownership of, and reserves all rights to, all software and other Work Products developed under this agreement. Customer agrees to transfer any surviving ownership claims to the service, underlying software or Work Product in their entirety to Bitfocus upon termination of this contract.

7.1.5. Use of Work Products

7.1.5.1. Customer acknowledges that, while performing services, Bitfocus may use publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, marks, logos, graphic designs, notes and related processes, instructions, methods, and techniques that have been previously developed by Bitfocus (collectively, the "**Work Products**") and that same shall remain the sole and exclusive property of Bitfocus.

7.1.5.2. Customer Data, which shall also be known and treated by Bitfocus as Confidential Information shall be and remain the sole and exclusive property of Customer. Bitfocus is provided a license to Customer data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer data only to the extent necessary in the provisioning of the Services.

7.1.5.3. Customer shall not dispute or contest, directly or indirectly, Bitfocus' exclusive right and title to Work Products nor the validity of the intellectual property embodied therein. Customer hereby assigns, and if later required by Bitfocus, shall assign to Bitfocus all titles, rights, and interests in all Work Products. Customer shall cooperate and cause subcontractors to cooperate in perfecting Bitfocus' titles, rights, or interests in any Work Product, including prompt execution of documents as presented by Bitfocus.

7.1.5.4. To the extent any of the Work Products may be protected by U.S. Copyright laws, it is agreed that Customer commissions Bitfocus to create the copyrightable Work Products, which are intended to be work-made-for-hire for the benefit of Customer and the copyright of which is vested in Bitfocus.

7.1.5.5. Except as expressly set forth herein, no license is granted by either Party to the other with respect to Confidential Information, Work Products, or Customer data. Nothing in this agreement shall be construed to grant to either Party any ownership or other interest, in the Confidential Information, Work Products, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Work Products, or Customer data.

7.1.5.6. Bitfocus and Customer agree that before commencement of any subcontract work it will incorporate this to contractually bind or otherwise oblige its subcontractors and personnel performing work under this agreement such that Bitfocus' titles, rights, and interests in Work Products are preserved and protected as intended herein.

7.1.6. *Survivability.* The provisions of this Section shall survive the termination of this Agreement.

8. General Terms

8.1. *Non-Disclosure of Confidential Information.* The parties acknowledge that each Party may be exposed to or acquire communication or data of the other Party that is confidential, privileged communication not intended to be disclosed to third parties.

8.1.1. *Obligation of Confidentiality.* The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.

8.1.2. *Remedies for Breach of Obligation of Confidentiality.* Both Customer and Bitfocus acknowledge that breach of the other Party's obligation of confidentiality may give rise to irreparable injury to the Disclosing Party and its clients and/or customers, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to the any other legal remedies which may be available, to include, at the sole election of the Disclosing Party, the immediate termination of this Agreement in whole or in part.

8.1.3. *Survivability.* The provisions of this Section shall survive the termination of this Agreement.

8.2. Service Delivery. The following terms apply to all Services provided by Bitfocus to Customer:

8.2.1. *Operational Control.* The method and means of providing the Services shall be under the exclusive control, management, and supervision of Bitfocus.

8.2.2. *Time of Performance.* For the term of the applicable Service Agreement, Bitfocus will provide the Services in accordance with the applicable Service Levels described in the Service Agreement.

8.2.3. *Non-Exclusivity.* Nothing herein shall be deemed to preclude either Bitfocus or Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by the other Party.

8.3. *Relationship between Customer and Bitfocus.* Bitfocus represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Bitfocus, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Bitfocus' status as an independent contractor, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Bitfocus or Bitfocus' agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Bitfocus nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.

8.4. *Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8.5. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California and the federal laws of the United States of America. Customer hereby consents and submits to the jurisdiction and forum of the state and federal courts in the State of California in all questions and controversies arising out of this Agreement.

8.6. *Dispute Resolution.* In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either Party hereunder, Customer and Bitfocus will meet for the purpose of resolving the dispute. If the parties are

unable to resolve the dispute within five (5) working days, or as otherwise agreed, either project manager will have the right to submit the dispute within five (5) additional working days to Bitfocus' director level and Customer's second vice president level (the "Representatives") who will meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all essential, non-privileged information that the parties believe germane to resolution of the matter at issue.

8.6.1. During these non-judicial dispute resolution procedures, documents used to resolve the dispute shall be limited to essential, non-privileged information. All requests shall be made in good faith and be reasonable considering the economics and time efficiencies intended by the dispute resolution procedures. The Representatives may mutually agree to appoint a neutral advisor to facilitate negotiations and, if requested by both parties, to render non-binding opinions.

8.6.2. No formal proceedings for the judicial resolution of any dispute may commence until sixty (30) calendar days following initiation of negotiations under this Section. Either Party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

8.7. *Compliance with Laws.* Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Without limiting Bitfocus' other obligations of indemnification herein, Customer shall defend, indemnify, and hold Bitfocus harmless from and against all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Bitfocus Indemnity, on account of the failure of Customer to perform its obligations imposed herein.

8.8. *Cooperation.* Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each Party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each Party may properly accomplish its obligations and responsibilities hereunder. Bitfocus will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Bitfocus. Bitfocus agrees to cooperate with such suppliers and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

8.9. *Force Majeure.* Neither Party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Bitfocus fails to use its best efforts to minimize such delays, the delays shall be included in determining Service Level achievement. The delayed Party must notify the other Party promptly upon the occurrence of any such event, or performance by the delayed Party will not be considered excused pursuant to this Section and inform the other Party of its plans to resume performance. A force majeure event does not excuse Bitfocus from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data. Configuration changes, other changes, viruses/malware, or other errors or omissions introduced, or permitted to be introduced, by Bitfocus that result in an outage or inability for Customer to use the Services shall not constitute a force majeure event.

8.10. *No Waiver.* The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall

the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

8.11. *Notices.* Any notice given pursuant to this Agreement shall be in writing and delivered to the addresses appearing at most recent Service Agreement, or as changed through written notice to the other Party. Notice shall be deemed effective on the date of delivery to the addressee.

8.12. *Further Assurances.* Each Party shall, upon reasonable request, promptly execute such documents and perform such acts as may be necessary to give full effect to this Agreement.

8.13. *No Presumption Against Drafting Party.* Each Party hereto acknowledges and agrees it had the opportunity to draft, review, and edit the language of this Agreement, and that each of the Parties hereto has been represented by counsel in connection with the negotiation and execution of this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

8.14. *Representations and Warranties.* Both Customer and Bitfocus represent and warrant that:

   8.14.1. it is a business duly incorporated, 501(c)(3) non-profit or government entity validly existing, and in good standing under the laws of its state of incorporation;

   8.14.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

   8.14.3. this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;

   8.14.4. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it per its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

   8.14.5. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

   8.14.6. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

8.15. *Limitation of Liability.* NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THREE TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT.

   8.15.1. *Survivability.* The provisions of this Section shall survive the termination of this Agreement.

8.16. *Counterparts; Electronic Signature*. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that an electronic signature may substitute for and have the same legal effect as the original signature.

9. Service Specific Terms

9.1. *Clarity Human Services*. Bitfocus agrees to provide authorized end users ("**Users**") access to and use of its Clarity Human Services application (the "**ClarityHS Service**") subject to the following terms and conditions. <u>Your access and use of Clarity Human Services is contingent on and constitutes your acceptance of these terms and conditions.</u>

9.1.1. *User License Required*. Access via the internet will be available to a limited number of named users as specified in the Service Agreement(s), with access rights transferable by Customer.

9.1.1.1.1. *Adding User Licenses*. Authorized users may add additional user licenses via the application interface or by contacting Bitfocus. Additional licenses will be invoiced monthly according to the fee schedule in the User Licensing Summary table above.

9.1.1.1.2. *Minimum License Count*. The total number of user licenses for each license type must be equal or greater to the minimum number of contracted users listed in the Service Agreement(s).

9.1.1.2. *Agency License Requirements*. Each Agency configured in the ClarityHS Service requires an Agency License.

9.1.1.2.1. Agencies that do not enter client-level data into HMIS/ClarityHS Service but have agency-level information entered into HMIS to facilitate HUD reporting, do not incur the agency license fee.

9.1.1.3. *Continuums of Care (CoC)*. Each Continuum of Care (CoC) configured in the system requires a CoC License.

9.1.2. Features and Functionality.

9.1.2.1. *Full access to all documented features*. Customers will have full access to and use all documented features provided in the most recent version of the ClarityHS Service. Add-on services may be available and may require additional fees or agreements.

9.1.2.2. *HMIS Data and Technical Standards*. The ClarityHS Service will adhere to the most recent version of the HMIS Data and Technical Standards as published by The Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS), and the Department of Veterans Affairs (VA).

9.1.2.2.1. Customer will have full access to and use of all required HUD and Federal Partner HMIS reports for which final HMIS programming specifications have been published on the HUD Exchange website.

9.1.3. *Customer responsible for configuration and system administration of the service*. The ClarityHS Service is an off-the-shelf software. Absent (a) separate Service Agreement(s), Customer is solely responsible for the configuration, implementation, and administration of the ClarityHS Service.

9.1.3.1. Customer is solely responsible for all user identification and password change management.

9.1.4. *Help Desk Support*. Technical support is provided to licensed System Administrator users as part of the ClarityHS Service. This support is provided for the limited purpose of assisting Customer to understand and utilize existing system features and capacities.

9.1.4.1. *No End User Support.* Without a separate agreement, Bitfocus does not provide support or training for end-users. This is the responsibility of Customer.

9.1.4.2. *Scope of Included Support.* Unless otherwise specified in other parts of this Agreement, these services do not include custom system adjustments, development of reports, post-setup system configuration, data conversion and migration, on-site services, or the actual use or application of system features and capacities on behalf of the user. (e.g., users will be assisted concerning use of features and capacities, but Bitfocus will not actually use them on behalf of the Customer). Technical/Product support will not take the place of the Customer taking advantage of adequate Bitfocus training.

9.1.4.3. *Response Time.* Bitfocus will be available during normal business hours for both Operational and Technical support.

9.1.5. *Continuity of Service.* In accordance with the remedies stated below, we guarantee that the ClarityHS Service will be available with a Monthly Uptime Percentage of at least ninety-five percent (95%) during any monthly billing cycle.

9.1.5.1. Remedies for Outage Time longer than these parameters will be a refund or credit equal to one hundred (100) percent of the cost of the percent of outage time (calculated as percent outage out of total charge for month of outage). Requests for such remedies must be made within ten (10) days of outage time. These remedies will not be available in cases where:

9.1.5.1.1. Customer did not notify Bitfocus of the inability to transmit or receive data.

9.1.5.1.2. Outage time is caused by acts of omission by our customers or their end-users.

9.1.5.1.3. Failure of equipment or applications that are not owned or controlled by Bitfocus.

9.1.5.1.4. "Acts of war or god" and other circumstances beyond the control of Bitfocus.

9.1.5.1.5. Scheduled and/or pre-announced service maintenance.

9.1.5.2. *Failure to Meet Service Levels.* As further described in Service Agreement, in the event Bitfocus does not meet any of the requisite Service Levels, Bitfocus shall: (a) reduce the applicable monthly invoice to Customer by the amount applicable; and (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Bitfocus will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

9.1.6. Infrastructure Requirements

9.1.6.1. *Web Browser Requirements.* The ClarityHS Service requires the latest release of one of the following web browsers: Microsoft Edge, Mozilla Firefox, Google Chrome, or Apple Safari.

9.1.6.2. *Minimum Hardware Requirements.* Device hardware must meet or exceed the recommended hardware requirements for the Operating System and web browser.

9.1.6.3. *System Requirements.* Bitfocus is not responsible for providing equipment compatible with the ClarityHS Service and Bitfocus network and facilities.

9.1.6.4. *Bandwidth.* For each user connecting over a given line, at least 20 Kbps of bandwidth must be available. This means that if a given site has 20 users, there

would need to be at least 400 Kbps of bandwidth available to access Services. Be sure to consider any other traffic that may be using the same connection. Other traffic would include that used by email, web access, and web serving.

9.1.6.5. *Performance.* Customer acknowledges that the minimum system requirement may result in minimum system performance. Service Provider will not be responsible for unreliable or low performance resulting from Customer technological infrastructure.

9.1.7. *Non-interference.* Customer use of the ClarityHS Service and any associated equipment will not:

9.1.7.1. Interfere with or impair Services over Bitfocus network or facilities;

9.1.7.2. Cause damage of any nature to Bitfocus assets;

9.1.7.3. Be used to frighten, abuse, torment or harass another;

9.1.7.4. Create hazards to property or persons;

9.1.8. *Authorized Use.* Customer agrees to abide by the terms and conditions in the attached Service Agreement(s) regarding authorized use of the Services.

9.2. *Implementation Services.* Bitfocus offers onboarding packages intended to support the initial implementation of Clarity Human Services (collectively, the "**ClarityHS Implementation Service**"). The following terms and conditions apply to the ClarityHS Implementation Service:

9.2.1. Customer Responsibilities.

9.2.1.1. System Configuration and Administration. The ClarityHS Implementation Service supports but does not replace the work and responsibilities of Customer in configuring their Clarity Human Services system. Customer is solely responsible for the configuration and administration of the ClarityHS Service.

9.2.1.2. Accurate and Complete Information. During the implementation process, Bitfocus will help Customer complete a system inventory and collect the information required to configure the Service. Customer is responsible for providing the information required in a full and accurate manner. Bitfocus is not responsible for the consequences of errors or omissions by Customer or other parties.

9.2.1.3. Designate Project Lead. Customer will name an individual to serve on their behalf as the designated project lead and primary point of contact for the ClarityHS Implementation Service (the "**Project Lead**"). The Project Lead shall have the authority to make configuration decisions, approve work product, and commit Customer to these decisions.

9.2.2. ClarityHS Implementation Service Terms

9.2.2.1. Requires the ClarityHS Service. The ClarityHS Implementation Service requires an active Service Agreement for the Clarity ClarityHS Service.

9.2.2.2. Event Participation. Unless otherwise noted, participation in training, planning or other implementation events is limited to licensed System Administrator users.

9.2.2.3. Remote Delivery. The Clarity ClarityHS Implementation Service is delivered remotely, during standard business hours. Bitfocus will choose and provide an online meeting platform for this purpose.

9.2.2.4. Included Services

9.2.2.4.1. Project Management. Bitfocus will provide a basic project plan and related project management services to support Customer in its implementation of Clarity Human Services.

9.2.2.4.1.1. Bitfocus will provide an online project management tool to coordinate the Clarity

ClarityHS Edition Implementation Service. This tool will be the primary platform for project communication and tracking progress.

9.2.2.4.2. System Inventory and Configuration Consultation. Bitfocus will meet with Customer to assist them in conducting a system inventory and review of the business processes to be supported by Clarity Human Services. Bitfocus will use this information to provide consultation and guidance on the configuration of the system.

9.2.2.4.3. Training for System Administrators

9.2.2.4.3.1. Clarity Human Services System Administration Training. Bitfocus will provide licensed System Administrator users with system administrator training. The training will be delivered online using an online meeting platform chosen and provided by Bitfocus.

9.2.2.4.3.2. End User Train-the-Trainer Training for System Administrators. Bitfocus will provide licensed System Administrator users with a Train-the-Trainer style program designed to help attendees prepare for and deliver user training for Customer end users.

9.2.2.4.3.3. Clarity Human Services Data Analysis Training. Bitfocus will provide System Administrator users with training on the Data Analysis features in Clarity Human Services. The training will be delivered online using an online meeting platform chosen and provided by Bitfocus.

9.2.2.4.4. Implementation Support. Bitfocus will provide reasonable on-demand technical assistance to support the implementation and configuration of the Clarity Human Services ClarityHS service throughout the scope of the ClarityHS Implementation Service. Requests and inquires must be made by and will be directed to the Project Lead.

9.2.2.5. Customer responsible for configuration and system administration of the service. Customer is solely responsible for the configuration and administration of the ClarityHS Service.

9.3. *Data Migration*. Bitfocus provides data migration packages intended to support the transfer of Customer Data from legacy systems to Clarity Human Services (collectively, the "**ClarityHS Data Migration Service**"). The following terms and conditions apply to the ClarityHS Data Migration Service:

9.3.1. Clarity ClarityHS Data Migration Service Terms

9.3.1.1. Requires the ClarityHS Service. The ClarityHS Data Migration Service requires a separate Service Agreement for the ClarityHS Service.

9.3.1.2. Requires the ClarityHS Implementation Service. The ClarityHS Legacy Data Migration Service requires a separate Service Agreement for the ClarityHS Implementation Service or written waiver from Bitfocus that professional implementation services are not required to support the Data Migration. This

Service Agreement is dependent on the ClarityHS Implementation Service, and implementation delays and errors may result in Data Migration delays, errors, or omissions.

9.3.1.3. Additional Services Require Separate Service Agreement. This Service Agreement covers only the one-time migration of data from the legacy data system to the ClarityHS Service. It does not include either future Data Migration or Implementation Services. These and any other Bitfocus Professional Services require a separate Service Agreement.

9.3.2. Service Structure

9.3.2.1. Prerequisites to Data migration

9.3.2.1.1. System Configuration. Related Clarity Human Services system and program configuration must be completed prior to the migration.

9.3.2.1.2. System Administrator Training. Because the migration process relies on knowledge of the Clarity system, the Clarity Human Services System Administrator Training must be completed successfully prior to starting the migration project.

9.3.2.2. Since migrations typically involve needing to import HUD data, which follows a prescribed format, as well as custom data elements, which vary from customer to customer, the data migration process is separated into phases.

9.3.2.3. The following phases for migrating custom, non-HUD-standard elements, will be defined during the Migration Kick Off Call.

9.3.3. Service Timeline Constraints. A successful migration depends on accomplishing all of the milestones in a timely way and continued communication throughout the process. As such, the migration process spans a certain window of time, detailed below:

9.3.3.1. Bitfocus will need to receive all data that needs to be migrated as part of this project's scope within 90 days.

9.3.3.2. Testing the data thoroughly once it is migrated into the test site is a vital step of the process; all issues or data adjustment needs for any migrated data set must be identified no more than 30 days after that specific data set has been migrated into the live site.

9.3.4. Decision on Types of Data to Migrate

9.3.4.1. The migration project scope depends on the types of data that need to be migrated into ClarityHS so a decision on data elements to include in the migration process is required to proceed in the correct direction.

9.3.4.2. The following list includes the available data element options to include in the migration:

9.3.4.2.1. HUD Data Elements. Bitfocus will import client-level data conforming with the latest version of the HUD HMIS CSV Format Specifications as published by HUD on the Homeless Data Exchange website (URL: https://hudhdx.info/VendorResources.aspx)

9.3.4.2.2. Custom, non-HUD defined, elements, listed below:

9.3.4.2.2.1. Custom client profile field data

9.3.4.2.2.2. Custom enrollment field data

9.3.4.2.2.3. Custom assessment field data

9.3.4.2.2.4. Custom services

9.3.4.2.2.5. Client notes

9.3.4.2.2.6.	Client files
9.3.4.2.2.7.	Client ROIs
9.3.4.2.2.8.	Client locations
9.3.4.2.2.9.	Client alerts

9.3.5. Complete and Accurate Export File

9.3.5.1. Accuracy and Completeness. Customer will provide Bitfocus with an accurate and complete export of the legacy data to be imported into Clarity human Services. Customer is solely responsible for the data quality of the export file, including any errors, omissions, and/or duplicates.

9.3.5.2. Data Format Requirements

9.3.5.2.1. HUD HMIS CSV Standard. Elements included in the HUD Data Standards must be provided in a Comma Separated Values (CSV) file that fully conforms with the current version of the HUD HMIS CSV standards as published at https://hudhdx.info/VendorResources.aspx.

9.3.5.2.2. Additional or Custom Fields. Custom, non-HUD defined, elements must be sent in CSV files that fully conform with the Bitfocus Custom CSV Schema provided by Bitfocus.

9.3.5.3. Timely Review of Migrated Data. Bitfocus will allow customers to review, test and approve migrated data on a test system before it is implemented into their production environment. Customer is responsible for reviewing and approving the proposed migration and will bear the cost of any corrections or modifications of the data after the final import.

9.3.6. Bitfocus Responsibilities

9.3.6.1. After the System Administration training is complete, Bitfocus will conduct a Migration Kick Off Call to discuss project scope, timelines, data format questions, and how to transmit data. Immediately following the Migration Kick Off Call, Bitfocus will provide the following resources:

9.3.6.1.1. Data Migration Planning document, which details requirements, links to file format specification documents, communication protocols, suggested testing practices, and frequently asked questions.

9.3.6.1.2. Copy of current HUD HMIS CSV Specifications

9.3.6.1.3. Custom CSV Schema specifications

9.3.6.2. Upon receipt of each legacy data set, Bitfocus will analyze the data set and provide a list of identified issues.

9.4. *Professional Services*. Bitfocus provides other professional services, consulting, and technical assistance (collectively, "**Professional Services**"). The following terms and conditions apply to Professional Services:

9.4.1. Assumptions and Limitations

9.4.1.1. Bitfocus assumes that the data provided by Customer is accurate and complete. Bitfocus will not be responsible for data quality issues.

9.4.1.2. Deliverables will be developed in the order described in the Statement of Work.

9.4.1.3. Deliverables will be developed to the Statement of Work. Change requests must be made and approved in writing.

9.4.1.4.   Customer will make decisions and provide necessary information within the time frames described in the Statement of Work. Timeline change requests must be made and approved in writing.

9.4.2.   Change Management Process. Changes to this statement of work may be proposed by either Party and incorporated into the project scope by mutual written agreement. Any costs associated with such changes will be the responsibility of Customer.

9.4.3.   *Acceptance Criteria.* At project completion, Customer will be provided a final invoice. Customer accepts the deliverables resulting from the Service Agreement and indicates that the work is fully accepted by either (1) providing written confirmation or (2) paying the final invoice.

10. Entire Agreement

10.1.   This Agreement and its attachments constitute the entire agreement between the parties and supersede all previous representations, understandings, or agreements between Customer and Bitfocus as to the subject matter hereof.

10.2.   This Agreement may only be amended by in writing with the signature of Bitfocus and Customer.

EXHIBIT A

Indemnification and Insurance Requirements
(For Professional Contracts)

<u>INDEMNIFICATION</u>

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

<u>NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS</u>

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

<u>INSURANCE</u>

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A.   Minimum Scope of Insurance
Coverage shall be at least as broad as:

1.   **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*

4. **Professional Liability:** (Errors and Omissions) Insurance appropriates to the CONTRACTOR'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

    i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Bitfocus

COUNTY OF SANTA BARBARA (CA-603) (PACKAGE B)

SERVICE AGREEMENT #20240621-142019543

Issued
June 21, 2024

Expires
September 19, 2024

Bitfocus
5940 S Rainbow Blvd
Ste 400 #60866
Las Vegas, Nevada 89118-2507
United States

Cameron Shorkey
camerons@bitfocus.com

Customer:

Santa Barbara County Housing and Community Development (CA-603)

123 E. Anapamu Street, Second Floor

Santa Barbara CA 93101

United States

Javier Celedon

HMIS Administrator

jceledon@countyofsb.org

4084379168

This Service Agreement (the "**Service Agreement**") is made and entered into between Santa Barbara County Housing and Community Development (CA-603) ("you", "**Customer**") and Bitfocus, Inc. ("us", "**Bitfocus**"). The Service Agreement is incorporated into and part of the Bitfocus Master Services Agreement ("**MSA**") either attached hereto, or if not attached, located at bitfocus.com/MSA (collectively, the "**Agreement**"). Customer agrees to purchase the following Services for the terms described herein:

Products & Services

Products & Services	Billing Frequency	Quantity	Unit price	Price
Platform License: Clarity Human Services Community Edition The full version of Clarity Human Services. Features unlimited program/project support, agency management, customizable fields, and Coordinated Entry functionality. This version supports multiple Continuums of Care (CoC) or multiple agencies/organizations.	Annually	1	$7,200.00 / year	$5,200.00 / year after $2,000.00 discount for 1 year
Agency Licenses Each organization with distinct	Annually	39	$120.00 / year	$4,680.00 / year

Products & Services	Billing Frequency	Quantity	Unit price	Price
programs and services requires an Agency license. $10/month per agency.				for 1 year
Administrator Users Includes all the abilities of the Enterprise and Manager licenses, while also granting the authority to customize all aspects of the system. $150/month per user.	Annually	5	$1,800.00 / year	$9,000.00 / year for 1 year
Enterprise Users Includes access to Clarity's core functionality, such as case/client management, program enrollments, and service provision. Also allows the use of canned reports (as determined by access role). $35/month per user.	Annually	322	$780.00 / year	$115,920.00 / year after $135,240.00 discount for 1 year
User Add-On: Data Analysis (Standalone User) Allows for advanced business intelligence queries and exports, as well as access to the Data Analysis API. Includes Data Analysis Embedded user license; API rate limits apply.	Annually	5	$1,200.00 / year	$6,000.00 / year for 1 year
User Add-On: Data Analysis (Embedded User) Allows for easy data mining and data analysis using intuitive drag-drop functionality -- right from Clarity's interface.	Annually	20	$120.00 / year	$2,400.00 / year for 1 year
Data Import Tool (DIT) Allows for importing HUD XML	Annually	1	$7,200.00 / year	$3,600.00 / year

Products & Services	Billing Frequency	Quantity	Unit price	Price
and CSV files into the Clarity Human Services platform. Supports the import of custom XML-schema files, as well. Also includes: - Migration site for testing - Embedded Looker license for migration site (if already paying for Looker in live site) - 1 copy of live site data to migration site for testing (no cost); additional copies $500 each - Help Center documentation - Help Desk assistance for support using the DIT				after 50% discount for 1 year
Training Site License A private Clarity training site. This provides a separate environment for training purposes. (optional)	Annually	1	$3,000.00 / year	$1,500.00 / year after 50% discount for 1 year
License Activation: Administrator		5	$300.00	$750.00 after 50% discount
License Activation: Enterprise		322	$175.00	$28,175.00 after 50% discount
On-Demand Training Access for Licensed System Administrators Access to the entire Bitfocus LMS training library, including System Administrator, Agency Management, General Training, and End-User Train-the-Trainer training sessions.		1	$1,500.00	$0.00 after 100% discount

Products & Services	Billing Frequency	Quantity	Unit price	Price
Data Migration from Legacy System Migration of legacy data from the current HMIS implementation to Clarity Human Services using the standard HUD and Bitfocus CSV schema. Billed as a flat-rate package.		1	$40,000.00	$20,000.00 after 50% discount
Advanced System Configuration & Implementation Full configuration of the system level settings and up to 10 individual agencies and 20 individual programs. Implementation support package. Includes guidance with planning, configuration, and coordination with the data migration (if applicable) and training teams		1	$60,000.00	$50,000.00 after $10,000.00 discount
Coordinated Entry System Configuration [Optional] Configuration of HMIS application for coordinated entry intake. Set up the community queue (waitlist), eligibility engine, assessment processor, assessments, matchmaking, and other internal configurations.		1	$40,000.00	$20,000.00 after 50% discount

Subtotals

Annual subtotal	$148,300.00
	after $142,340.00 discount

One-time subtotal	$118,925.00
	after $80,425.00 discount

| **Total** | **$267,225.00** |

Terms and Conditions

5-Year Contract Incentive for Santa Barbara
- If Santa Barbara commits to a 5-year contract, Bitfocus will provide a complete discount on the license activation fees, amounting to a 100% discount. This equates to a total savings for license activation fees of approximately $57,850.

Additional Discounts
- The other discounts offered in this quote are independent of the contract duration and will be applied regardless of the term length chosen.

Download

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the Parties.

ATTEST: "CUSTOMER"
MONA MIYASATO   COUNTY OF SANTA BARBARA:
CLERK OF THE BOARD

By:_____   By:_____
    Deputy Clerk   Steve Lavagnino, Chair
                                                        Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:_____   By:_____
Deputy Auditor-Controller   Jesús Armas
                                                        Community Services Department Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
    Deputy County Counsel

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

By:_____
    Risk Manager

"CONTRACTOR"
Bitfocus, Inc.

DocuSigned by:

Jeffrey Ugai

4AA7CC0A8DC7484...

By:_____
   Jeffrey Ugai, Chief Operating Officer