Snohomish County Paine Field Airport

SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND AEROSIMPLE

Software, Airport Operations System

Contents

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THIS SaaS AGREEMENT is made this ___20___ day of _June_, 2025, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County") and AEROSIMPLE incorporated under the laws of the State of Wyoming, and duly licensed to conduct business in Washington State (the "Contractor").

In consideration for the mutual covenants and agreements herein, the parties agree as follows:

I. Definitions

A. Acceptance means: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor has provided the County a written notice stating that all Material Defects have been corrected; and (c) the County has notified the Contractor in writing that all acceptance testing for the System has been completed successfully in accordance with the terms of this Agreement. Nothing else, including payment for any portion of the System or the County's use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.

B. Account means an account enabling a person to access and use the Hosted Services.

C. Actual Uptime shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

D. Agreement means this agreement including any Schedules, Exhibits, or Attachments thereto and any subsequent amendments;

E. Authorized User(s) means County employees, representatives, consultants, contractors or agents who are authorized to use the Hosted Services and have been supplied user identifications and passwords by the County or on the County's behalf.

F. Business Day means any weekday other than a bank or federal holiday in the USA.

G. Business Hours means the hours of 8:00 a.m. to 5:00 p.m. PST on a Business Day.

H. County Confidential Information means:

Any information disclosed by, or on behalf of, the County to the Contractor during the term of this Agreement whether disclosed in writing, orally, or otherwise, that at the time of disclosure:

1. Was marked or described as "confidential"; or

2. Should have been reasonably understood by the Contractor to be confidential; and

3. The County Data

I. County Data means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Platform by the County; transmitted by the Platform at the instigation of the County; supplied

by the County to the Contractor for uploading to, transmission by, or storage on, the Platform; or generated by the Platform as a result of the use of the Services by the County.

J. Critical Defect means any Defect that (1) severely impacts the County's ability to use the Software or the System or the Contractor's ability to provide Services, or (2) has a significant financial impact on the County.

K. Defect means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.

L. Deliverables means the Hardware, Software, Documentation, and Services to be delivered under this Agreement.

M. Documentation means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Hosted Services; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Hosted Services, including but not limited to the Functional Specifications and Hosted Services Acceptance Plan; and

(c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.

N. Effective Date means the date of mutual execution of this Agreement.

O. Functional Specifications shall mean those specifications to which the System shall conform as set forth Exhibit [x].

P. Hosted Services means (AEROSIMPLE) as specified in the Hosted Services Specification, which will be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.

Q. Hosted Services Defect means any defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:

    1. any act or omission of the County or any person authorized by the County to use the Platform or Hosted Services;

    2. any use of the Platform or Hosted Services contrary to the Documentation, whether by the County or by any person authorized by the County;

    3. a failure of the County to perform or observe any of its obligations in this Agreement; and/or

    4. an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification.

R. Hosted Services Specification means the specification for the Platform and Hosted Services set out in [Part 1 of Schedule 1 (Hosted Services particulars) and in the Documentation];

S. Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents);

T. Maintenance Services means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

U. Maintenance Window means the total minutes in the reporting month represented by the following day(s) and time(s) during which Contractor shall maintain the Services.

V. Mobile App means the mobile application known as [AEROSIMPLE] that is made available by the Contractor through [iOS and Android mobile app store(s)];

W. Performance Standards means, collectively the warranties and performance standards set forth in Section ___ and Exhibit [C]

X. Platform means the platform managed by the Contractor and used by the Contractor to provide the Hosted Services, including the application and database software for the Hosted Services, the system

and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;

Y. **Response Time** shall mean the interval or time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User.

Z. **Scheduled Downtime** shall mean the total minutes in the reporting month represented by the Maintenance Window.

AA. **Scheduled Uptime** shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

BB. **Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, Hosting Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.

CC. **Service Level Credits** means compensation due from the Contractor to the County for failure to meet the Service Level Standards listed in Exhibit [C].

DD. **Service Level Standards** means the service level standards set forth in Exhibit [C];

EE. **Software** means the aggregate of the standard software and the custom software including all upgrades, maintenance releases, bug fixes or patches, and other modifications provided under this Agreement.

FF. **Support Services** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

GG. **Supported Web Browser** means the current release from time to time of Microsoft Internet Explorer, Mozilla Firefox, Google Chrome or Apple Safari, or any other web browser that the Contractor agrees in writing shall be supported;

HH. **System or Hosted Services Acceptance Plan** shall mean that plan set forth in Exhibit [D].

II. **Total Transactions** shall mean the total of Transactions occurring in the reporting month.

JJ. **Total Problems** shall mean the total of problems occurring in the reporting month.

KK. Transaction of Transactions shall mean Services web page loads, Services web page displays, and Authorized User Services requests.

LL. **Update** means a hotfix, patch or minor version update to any Platform software.

MM. **Upgrade** means a major version upgrade of any Platform software.

NN. **Warranty Period** means the period commencing upon Acceptance and continuing for one (1) year.

II. Scope of Agreement.

The purpose of this Agreement is for acquisition of a cloud-based Enterprise Resource Planning solution (ERP). The scope of services is as defined in Exhibit A (Scope of Work) attached hereto and by reference made a part hereof. This Agreement is the product of County *RFP No. 24-035BC.*

A. Scope. This Agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Deliverables.

B. Turn-key Basis. The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

III. Services.

A. Hosted Services.

1. The Contractor shall create an Account for the County and shall provide to the County login details for that Account on the Effective Date.

2. The Contractor hereby grants to the County a worldwide, non-exclusive license to use the Hosted Services by means of a Supported Web Browser for the internal business purposes of the County in accordance with the Documentation during the term of this Agreement.

3. The Contractor will provide unlimited data storage at no additional fees.

4. The license granted by the Contractor to the County under this Section is subject to the following limitations: the Hosted Services may only be used by the officers, employees, agents, and subcontractors of the County and supports unlimited concurrent users and the County may add or remove concurrent users in accordance with the procedure set out therein.

5. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Contractor to the County under this Section is subject to the following prohibitions:

   a. the County must not sub-license its rights to access and use the Hosted Services;

   b. the County must not permit any unauthorized person to access or use the Hosted Services;

   c. the County must not use the Hosted Services to provide services to third parties;

   d. the County must not republish or redistribute any content or material from the Hosted Services except as required by law; and

   e. the County must not make any alteration to the Platform except as permitted by the Documentation.

6. The County shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an Account.

7. The Contractor shall use reasonable endeavors to maintain the availability of the Hosted Services to the County.

8. Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

   a. A Force Majeure Event;

   b. A fault or failure of the internet or any public telecommunications networks;

   c. Any breach by the County of this Agreement; or

   d. Scheduled maintenance carried out in accordance with this Agreement.

9. The County must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.

10. The County must not use the Hosted Services:

    a. In any way that is unlawful, illegal, fraudulent or harmful; or

    b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

11. The County has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term.

B. Maintenance Services.

1. Contractor shall provide the Maintenance Services to the County for the term of the Agreement.

2. Contractor shall give the County at least ten (10) Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Contractor's other notice obligations under this Agreement.

3. Contractor follows a continuous deployment model, releasing enhancements, new features, and bug fixes on a weekly basis. These upgrades are automatically applied across all airports without requiring manual migration to a new version. Contractor shall provide the County with advance notice of 30 days about any major updates that materially impact functionality or user workflows..

4. Contractor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.

5. Contractor may suspend the provision of the Maintenance Services if any amount due to be paid by the County to the Contractor under this Agreement is overdue, and the Contractor has given to County at least thirty (30) days written notice of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

C. **Support Services.**

1. Contractor shall provide Support Services to the County during the term of the Agreement.

2. Contractor shall make available to the County a helpdesk to provide Technical Support as described in Exhibit [C] attached hereto and incorporated by this reference.

3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonable expected from a leading service provider in the Contractor's industry.

4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the helpdesk for any other purpose.

5. Contractor shall respond promptly to all requests for Support Services made by the County through the helpdesk.

6. Contractor shall provide the Services according to the performance criteria and Service Level Standards set forth in Exhibit [C].

7. In the event that the Contractor fails to meet the Service Level Standards, the County shall be entitled to receive from the Contractor Service Level Credits. The County shall have the right to set off any undisputed amounts owed to the Contractor against any Service Level Credits assessed by the County against the Contractor.

D. **Training Services.**

1. Contractor shall provide Training Services to the County as detailed in Exhibit [A].

IV. **Term of Agreement.**

Term of Agreement. The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the date of Acceptance of the System, and may be extended by the County in five (5) year term(s) for the duration of the County's use of the system by providing thirty (30) days' written notice pursuant to Section 15(P).

A. After the Warranty Period, ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.

V. **Termination.**

A. **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, at any time by providing written notice pursuant to Section XIII (P) to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof for partially completed items, but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All

termination payment requests may be subject to review for reasonableness and compliance with the Agreement, applicable laws and regulations.

B. **Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.

C. **Data on Termination.** Upon termination of this Agreement, Contractor shall, within one (1) business day following the termination of this Agreement, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), with a final extract of the County Data in the format specified by County. Further, Contractor shall certify to County the destruction of any County Data within the possession or control of Contractor but such destruction shall occur only after the County Data has been returned to County. This Section shall survive the termination of this Agreement.

D. **Transition Services.** Following the termination of this Agreement, in whole or in part, Contractor will provide to County and / or to the service provider selected by County (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by County to effect the orderly transition of the Services, in whole or in part, to County or to Successor Service Provider (such assistance shall be known as the "Transition Services"). The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Contractor to County or Successor Service Provider; (b) if required, transferring the County Data to Successor Service Provider; (c) using a commercially reasonable effort to assist County in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to County, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services; and, (e) such other activities upon which the parties may agree. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

VI. **Acceptance Testing.**

A. Within fourteen (14) days of the Contractor providing notice to the county that the System has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to this Section.

B. The acceptance testing shall include thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.

C. If the County accepts the work, the County will send a Notice of Acceptance to the Contractor.

D. If County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.

E. Upon receipt of a notice describing the deficiencies described in the preceding section, the Contractor shall either provide a detailed, written plan to achieve Acceptance or make corrections or replacements within an agreed upon time with no charge to the County. The parties shall agree on a start date for beginning another Acceptance testing period.

F. Another thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if agreed to by the parties.

G. If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a Notice of Acceptance to the Contractor.

H. If the Contractor does not correct or replace the unacceptable aspects of the System, the County may declare a breach of the Agreement.

VII. Price and Payment.

A. The County shall pay the Contractor upon Acceptance $35,000 for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit [B]. Annual recurring charges for Support and Maintenance Services in years 2 through 3 shall not exceed $25,000 and $30,000 in years 4 through 5 per year or a total of $145,000.

B. Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit [x], the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

C. The County shall, upon receipt of appropriate documentation, compensate the Contractor on an annual basis in arrears, through the County voucher system, for the Contractor's services pursuant to the fee schedule set forth in Exhibit [x]. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based on the annual subscription charges identified in Exhibit [B].

D. Dispute. Should the County dispute any of the charges on its annual invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

VIII. Confidentiality and Public Disclosure.

A. Confidential Data. The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's

obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.

B. **Public Records Act**. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

C. Contractor shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from Contractor's breach of this provision.

IX. **Warranty Provisions.**

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

A. **General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.

B. **System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable Functional Specifications, Performance Standards, and Documentation.

C. **Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Exhibit [C], including the maximum response times and availability. The Contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the warranties set forth the in this Agreement by providing all additional software, equipment, and/or services to the County at no additional cost to the County. In the event that the Contractor is unable to correct such failure within a forty-eight (48) hour period [an event of "Default" shall be deemed to have occurred.] **OR** [the County shall receive from the Contractor credits in the amounts set for in Exhibit [x]. In the event the Contractor is unable to

correct such failure within thirty (30) calendar days, an Event of default shall be deemed to have occurred.

D. **Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only proven current technology or methods unless otherwise agreed by the parties in a particular statement or work or Exhibit.

E. **Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operation characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as County continues to receive Support and Maintenance Services from the Contractor.

F. **Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support and Maintenance Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.

G. **Latest Versions.** Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.

H. **Virus Warranty.** The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.

I. **Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is

currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

J. **Third Party Warranties and Indemnities.** For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.

K. **Authority.** Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

L. **Privacy.** Contractor acknowledges that the County Data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County Data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County Data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor's use (whether directly or indirectly) of the County Data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by the Contractor of written notice, and (2) pursue any other legal and equitable remedies.

M. **Regulatory Requirements.** Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the regulatory requirements.

X. **County Data.**

A. **Ownership.** County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.

B. **Contractor Use of County Data.** Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

C. Extraction of County Data. Contractor shall, within one (1) business day of County's request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County Data in the format specified by County.

D. Backup and Recovery of County Data. As a part of the Services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit [C], Contractor shall maintain a contemporaneous backup of County Data that can be recovered within two (2) hours at any point in time. Additionally, Contractor shall store a backup of County Data in an off-site "hardened" facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein. Any backups of County Data shall not be considered in calculating storage used by County.

E. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall as applicable: (a) notify County as soon as practicable but no later than twenty-four (24) hours of becoming aware of such Occurrence; (b) cooperate with County in investigating the Occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of PII (personally identifiable information), at County's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) days of the Occurrence; or, (ii) reimburse County for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less that twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the Occurrence; (f) indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental hereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the Occurrence; (g) be responsible for recreating lost County Data in the manner and on the schedule set by County without charge to County; and, (h) provide to County a detailed plan within ten (10) calendar days of the Occurrence describing the measures Contractor will undertake to prevent a future Occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This section shall survive the termination of this Agreement.

XI. Indemnification.

A. General Indemnification. The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party,

including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

B. **Patent and Other Proprietary Rights Indemnification.**

1. **Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.

2. **Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach, by the County, of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County Specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any

modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

XII. Insurance.

A. No Limitation. Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.

B. Minimum Scope of Insurance and Limits. The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

1. **Commercial General Liability Insurance** with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

2. **Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

3. **Technology Professional Liability Errors and Omissions Insurance** appropriate to the Contractor's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

    i. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Contractor in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Contractor may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:

        1. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Contractor that will be in the care, custody, or control of Contractor.

C. Other Insurance Provisions. The required Commercial General Liability Insurance and Professional Liability Policies shall meet the following requirements:

1. The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.

2. The Contractor's insurance coverage shall be primary and non-contributing insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.

3. The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.

4. Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessaril**y limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies.**

XIII. Miscellaneous.

A. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections V (Termination), VII (Price and Payment), VIII (Confidentiality and Public Disclosure), X (County Data), XI (Indemnification), XIII-C (Assignment and Transfer), XIII-D (Independent Contractor), XIII-F (Compliance with Laws), XIII-I (Governing Law and Venue), XIII-J (Applicability of Uniform Commercial Code), XIII-K (No Waiver), XIII-M (Covenant of Good Faith), XIII-N (Third Party Beneficiaries), XIII-O (No Construction Against Drafter), and XIII-Q (Access to Books and Records) of this Agreement survive the cancellation, early termination, or expiration of this Agreement.

B. Amendments.

No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

C. Assignment and Transfer.

No party may assign, delegate, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

D. Independent Contractor.

All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to

employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law.

E. Acceptance and Removal of Contractor Personnel and Subcontractors.

All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's sole discretion. Services will be performed at a location specified by the County. The County in its discretion may request removal of any Contractor personnel, representative, agent or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request. The County may immediately remove any Contractor personnel, representative, agent or subcontractor in the County's sole discretion. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (3) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

F. Compliance with Laws.

The Contractor shall comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, its obligations as an employer with regard to health, safety, and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

G. Non Discrimination.

1. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

   The Contractor shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter .2460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

2. Federal Non-discrimination and Federal Compliance.   Snohomish COUNTY assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act

of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any COUNTY sponsored program or activity. Snohomish COUNTY further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

A. General Civil Rights Provisions: The CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONTRACTOR and sub tier CONTRACTORS from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Title VI Solicitation Notice: The Snohomish COUNTY Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Compliance with Nondiscrimination Requirements: During the performance of this contract, the CONTRACTOR, for itself, its assignees, its consultants, its subcontractors and successors (hereinafter collectively referred to as CONTRACTOR) in interest agrees as follows:

1.   **Compliance with Regulations.** The CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract as **Addendum B**.

2.   **Non-discrimination**: The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3.   **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. If subcontracts applicable, in all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a subcontract, each potential subcontractor will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4.   **Information and Reports**. The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, the CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5.   **Sanctions for Noncompliance**. In the event of a CONTRACTOR's noncompliance with the Nondiscrimination provisions of this contract, the COUNTY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

      a.   Withholding payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or

b.   Cancelling, terminating, or suspending a contract, in whole or in part.

6.   **Incorporation of Provisions**: The CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, if any. The CONTRACTOR will take action with respect to any subcontract as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, the CONTRACTOR may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

D.   Compliance with Grant Terms and Conditions. The CONTRACTOR shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the CONTRACTOR's work hereunder.

H.   Security, Access, and Safety Requirements.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

I.   Governing Law and Venue.

The validity, construction, interpretation, and performance of this Agreement shall be governed by, and construed in accordance with, the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.

J.   Applicability of Uniform Commercial Code.

To the extent this Agreement entails the delivery of Software or Software Products, such Software or Software Products, shall be deemed "goods" within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as "goods" would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

K.   No Waiver.

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by and authorized representative of the County.

L.   Force Majeure.

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be

excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

M. Covenant of Good Faith.

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

N. Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement and, as such, [list exception] is entitled, subject to the terms and condition s of this Agreement, to all remedies entitled to third-party beneficiaries under law.

O. No Construction against Drafter.

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

P. Notices.

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:
Snohomish County:
or to such address as the parties may provide by notice to each other from time to time.

Q. Access to Books and Records.

The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

R. Severability.

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

S. Incorporation of Exhibits.

Exhibits [list] referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

The Contractor was selected through the County's RFP identified in Section II. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

T. Entire Agreement and Order of Precedence.

This written Agreement and its corresponding Exhibits constitute the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

1. Agreement

2. Exhibit [List other exhibits]

3. RFP-24-025BC

4. Contractor's Response to RFP-24-025BC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of the year first written above.

COUNTY OF SNOHOMISH:	CONTRACTOR:
	V V Rao
By: Snohomish County Executive Date Director	By: Aerosimple LLC Date Title: Founder & CEO 23rd June 2025
Approved as to Form:	
Deputy Prosecuting Attorney Date	
Approved as to Insurance and Indemnification provisions:	
Risk Management Date	

Addendum B

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the CONTRACTOR, for itself, its consultants, its subcontractors, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as they may be amended from time to time and which are incorporated herein by reference, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORs, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Snohomish County

SNOHOMISH COUNTY

Paine Field Airport (PAE) / Snohomish County Airport (Airport)

Exhibit A - Statement of Work (SOW)

FOR

RFP-24-035BC-S -Software Solution, Airport Operations System

SOW Document Change Control

Version	Change Description	Author	Date
1.0	Initial Revisions	Gloria Monteiro	12th March 2025

The Scope of Work ("SOW") indicates an understanding of the purpose and content described in this deliverable. By signing this deliverable, everyone agrees work should be initiated on this project and necessary resources will be committed as described herein.

Purpose: The purpose of this document is to clearly define the scope of work Aerosimple will deliver for the Paine Field Airport (PAE) managed by Snohomish County. It outlines the project's goals, deliverables, timeline, roles, and responsibilities, ensuring both parties are aligned on expectations.

Project Background: Paine Field Airport (PAE) has made substantial investments in enhancing safety and operational efficiency through various inspection solutions and services. The introduction of a new Airport Operations System (AOS) is the next step in this ongoing initiative, designed to replace legacy systems and further elevate the Airport's capabilities. The AOS will serve as a unified inspection platform with advanced analytics, enabling real-time decision-making and performance optimization. By integrating data from existing airport systems into a single tool, the AOS will enhance situational awareness, streamline business processes, and reduce manual data entry — ultimately driving significant improvements in operational efficiency and safety.

Project Goal & Objective: Aerosimple will implement a comprehensive Airport Operations System (AOS) at Paine Field (PAE) / Snohomish County Airport (Airport) to replace legacy systems, streamline workflow, and enhance operational efficiency, safety, and data management.

In addition, the solution objectives shall:

- Streamline Part 139 inspections and operations
- Improve safety and risk management with a fully integrated SMS

- Centralize data management across departments
- Enable mobile-first operations for on-the-go functionality
- Facilitate seamless GIS integration with existing systems
- Enhance decision-making through a Business Intelligence Tool

Project Execution Approach and Methodology

Aerosimple will execute the project using an agile methodology, ensuring flexibility and structure throughout the implementation process.

Phase 1: Discussion and Planning

- Aerosimple will kick off the project with an initial review meeting with stakeholders from Snohomish County or the airport.
- The airport will provide current forms, inspections, and workflows for Aerosimple to review.
- Aerosimple will analyze the provided materials to understand existing processes and determine the best approach for system configuration.
- Collaborative sessions will be held to refine requirements, align expectations, and finalize system design elements.

Phase 2: System Configuration and Testing

Once the requirements are gathered and understood, this phase focuses on configuring the system. Aerosimple offers out-of-the-box modules that are 90% ready to use, with the remaining 10% customizable to meet the airport's specific needs. This approach enables rapid and straightforward system configuration, eliminating the need for lengthy, complex setup processes. The development team conducts unit tests, followed by system and regression testing by Aerosimple's QA team to ensure a smooth and reliable implementation.

Phase 3: Training & User Acceptance Testing (UAT)

After system configuration, Aerosimple will begin training sessions — starting with administrators and then expanding to end users. These sessions will guide users through system functionalities and specified modules.

Simultaneously, UAT will start, allowing users to test all the functionality in parallel. Any feedback gathered during UAT will be carefully reviewed, and necessary adjustments will be made to ensure the system aligns perfectly with operational needs.

Phase 4: Deployment & Handover

Once UAT feedback is addressed, Aerosimple will schedule the system go-live with the airport. The system will be fully transitioned for live operations, with all trained users ready to utilize the platform. Aerosimple will assist with final data migration, validate system readiness, and officially hand over the system for day-to-day airport use, ensuring a seamless transition.

Deliverables and Milestones Acceptance Criteria

Milestone	Acceptance Criteria
Project Kickoff Meeting	Upon contract signing and completion of the initial project kickoff meeting with stakeholders.
Information Gathering & Discovery	Upon completion of planning sessions, where workflows, forms, and requirements are shared and documented.
System Configuration	Upon successful configuration of core modules based on the agreed requirements and workflows.
Admin Training	Upon completion of administrator training sessions, including system management and configuration handling.
End-User Training	Upon completion of user training sessions, covering key modules, workflows, and system navigation.
User Acceptance Testing (UAT)	Upon completion of UAT, with stakeholders testing all functionality and submitting feedback for adjustments.

Go Live & Handover	Upon successful resolution of UAT feedback, system deployment, and final handover to the airport team.

Project Schedule and Timelines

Milestones	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10
Project Kick Off	███									
Initial System Configuration										
Part 139 Management		███	███	███						
Wildlife Management			███							
Safety Management System				███	███					
Hangar Management				███	███					
Permit Management						███	███			
Reports and dashboard							███	███		
Integration								███	███	
User Acceptance Testing									███	
Changes to Configuration based on UAT									███	
Go-Live										███

Roles and Responsibilities:

The following outlines the roles and responsibilities of each project resource for Snohomish County and Aerosimple. These roles may not strictly follow the organizational chart but are defined to support project success. It is common for individual resources on both teams to fill multiple roles, and for some roles to be shared by multiple people.

Aerosimple Roles and Responsibilities:

The Aerosimple Project Manager will serve as Snohomish County Airport's primary point of contact for the project. The Project Manager is responsible for ensuring resource availability, facilitating communication across project teams, monitoring project progress against the timeline, and ensuring deliverables are developed in alignment with the project scope and requirements.

Aerosimple's Project Manager and key personnel will work closely with Snohomish County Airport's Project Manager, project team, and stakeholders. They will act as the

liaison between the County's project team and Aerosimple, coordinating all aspects of the project to ensure smooth execution.

<u>Paine Field Airport (PAE)/Snohomish County Airport</u>**:**

The airport will designate a primary point of contact (Brad Widrig) to act as the liaison between the airport's internal teams and Aerosimple. This individual will coordinate meetings, gather requirements, and ensure key information is relayed accurately. The airport team will facilitate internal communication across relevant departments and allocate necessary resources (e.g., IT support, operations personnel) to participate in discussions, training, and testing activities. Key stakeholders will participate in initial planning sessions to share insights on current workflows, pain points, and desired outcomes, helping Aerosimple tailor the solution to the airport's needs.The airport will provide relevant forms, inspection checklists, asset data, and any necessary documentation to assist Aerosimple in configuring the system accurately and efficiently. During UAT, designated users will test the system's functionality, workflows, and configurations in real-time. The team will provide consolidated feedback, helping Aerosimple refine the system to meet operational expectations.

Assumptions & Dependencies:

The successful implementation of the Airport Operations System (AOS) relies on several critical factors. These assumptions and dependencies outline the conditions necessary for smooth project execution:

Timely Access to Airport Data and Documentation:

The airport will provide all relevant documentation, including current forms, inspection checklists, asset inventories, GIS data, and operational workflows. Timely access to this information will ensure accurate system configuration.

Availability of Airport Staff for Training and Feedback:

Designated airport personnel, including administrators, operations staff, and key stakeholders, will participate in training sessions, planning meetings, and UAT. Their availability for feedback is essential for system adjustments and ensuring the solution meets operational needs.

Stable Internet Connection and Device Compatibility for Mobile Access:

The system is designed to work seamlessly across desktop and mobile devices. A stable internet connection and compatible devices (iOS/Android for mobile apps) are necessary to ensure uninterrupted access and functionality.

Source Code Escrow Exemption:

Aerosimple operates as a fully managed cloud-based SaaS platform, and as such, Source Code Escrow is not applicable to this engagement. The system is not licensed as an on-premise solution, and customers do not require access to the underlying source code for ongoing operations. Aerosimple provides all updates, maintenance, and support directly, ensuring uninterrupted access and service continuity for the County.

Support & Maintenance:

Aerosimple will provide comprehensive ongoing support and proactive maintenance to ensure the sustained reliability, security, and performance of the Airport Operations System (AOS). This support structure is designed to minimize operational disruptions, keep the system continuously updated, and empower users with the resources needed for seamless system adoption and long-term success.

24/7 Support with Defined SLAs: Aerosimple will provide 24/7 technical support through multiple channels, including phone, email, and a dedicated support portal. Response and resolution times will adhere to service-level agreements (SLAs) based on the severity of the issue.

Regular System Health Checks and Performance Monitoring: Aerosimple will conduct regular system health checks to assess overall performance, system resource utilization, and potential vulnerabilities.

No-Cost Weekly Updates and Feature Rollouts: Aerosimple will continuously enhance the system through weekly updates, which will include new enhancements, performance optimizations, and bug fixes. These updates will be deployed automatically with zero downtime, ensuring the system remains current and aligned with evolving airport requirements.

Knowledge Base and Self-Help Resources: To support ongoing user adoption and self-service troubleshooting, Aerosimple will provide access to an online knowledge base containing detailed user guides, troubleshooting articles, and step-by-step instructions. This resource will enable airport personnel to quickly resolve common issues, maximize system usage, and continuously build operational knowledge.

Change Management

Effective change management ensures that any adjustments to project scope, timelines, or deliverables are handled in a structured manner to minimize disruption and maintain project alignment.

Change Request Process: Any proposed changes must be submitted in writing, reviewed by both Aerosimple and Snohomish County Airport, and approved before implementation.

Impact Assessment: Each change request will be evaluated for its impact on project cost, schedule, and resources. A revised project plan will be shared if needed.

Documentation & Communication: All approved changes will be documented, and stakeholders will be notified through regular status meetings or written communication.

Risk Management

Aerosimple shall proactively identify, assess, and manage potential risks throughout the project lifecycle to ensure successful delivery. Any risks that may impact project timelines, deliverables, or quality will be promptly addressed to minimize disruption.

Risk Identification and Monitoring: Aerosimple will continuously monitor project activities to identify potential risks and document them in a risk log.

Mitigation and Resolution: For any identified risks, Aerosimple will develop mitigation strategies, implement corrective actions, and communicate the resolution plan to Snohomish County.

Ongoing Communication: Aerosimple will provide regular updates on risk status during project status meetings and notify the County of any risks that require immediate attention or decision-making.

This approach ensures that risks are managed effectively, enabling the project to stay aligned with agreed-upon timelines and objectives.

Pricing & Payment Terms:

(Reference Exhibit B)

For Aerosimple LLC: Name: Vishu Rao
Title: Founder and CEO
Signature: _____V V Rao_____
Date: ___23rd June 2025_____

For Paine Field Airport (PAE): Name: _____
Title: _____
Signature: _____
Date: _____

Exhibit B: Pricing and Payment Terms

SNOHOMISH COUNTY

Paine Field Airport (PAE) / Snohomish County Airport (Airport)

Proposer: Aerosimple LLC

1. Pricing Overview

Below is the proposed pricing by Aerosimple for implementation, support, and ongoing maintenance of the Airport following pricing structure for the Airport Operations System:

Description	Price (Year 1)
Core Software	$25,000
Installation and Set-Up	$5,000
Customization and Integration	$5,000
Maintenance and Support	$0
Training	$0
Hosting Fees	$0
Testing Environment	$0
Total Year 1 Cost	**$35,000**

2. Ongoing Maintenance and Support

Year	Annual Subscription Fee
Year 2	$25,000
Year 3	$25,000
Year 4	$30,000
Year 5	$30,000

3. Payment Terms

Annual Subscription Fee: 100% of the annual subscription cost is payable upon contract signing and must be paid at the beginning of each subscription year for continued access to the system and services.

One-Time Implementation Fee: Payable along with the Year 1 subscription.

4. Invoice & Payment Methods

Invoicing: Aerosimple will submit an annual subscription invoice via email to Snohomish County Airport at the beginning of each subscription year.

Payment Methods: Payments can be made via:

- **Check:** Payable to Aerosimple LLC. Payment details and mailing address will be provided on the invoice.
- **ACH Transfer:** Bank account details for ACH payments will be included in the invoice for secure electronic transfers.
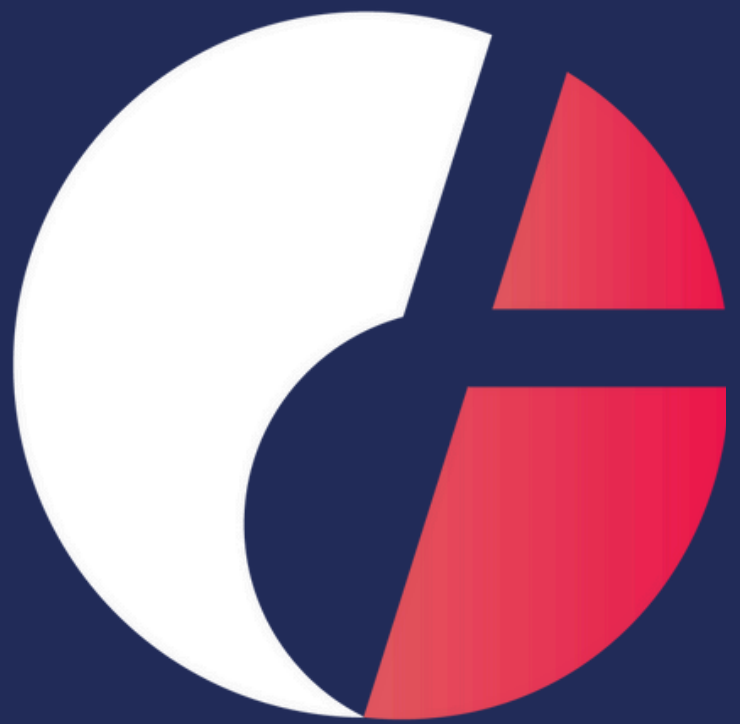
Exhibit C: AEROSIMPLE
SUPPORT & MAINTENANCE

Performance Standards

Aerosimple is a cloud-based Software-as-a-Service (SaaS) platform hosted on Amazon Web Services (AWS), leveraging AWS's industry-leading infrastructure to deliver high availability, security, and performance. The following performance standards reflect our commitment to reliable service delivery aligned with AWS capabilities and SaaS best practices.

1. System Availability (Uptime Guarantee)

Aerosimple guarantees 99.9% monthly system availability, excluding scheduled maintenance, emergency maintenance, and events beyond the Vendor's reasonable control (e.g., force majeure).

Minimum Availability	99.9%

Cloud Storage	Unlimited

Concurrent Usage	Unlimited

Downtime Allowed	≤ 43 minutes per month

2. Scheduled Maintenance

- **Notice Period:** 48-hour notice prior to any scheduled maintenance.
- **Timing:** Preferably during off-peak hours (e.g., 10:00 PM to 4:00 AM PT).
- **Impact:** Efforts will be made to minimize user disruption; maintenance typically involves patches, updates, or infrastructure upgrades.

3. Emergency Maintenance

- Conducted only when immediate action is necessary to maintain system security or availability.
- County will be notified as soon as reasonably possible before or after emergency maintenance begins.

AEROSIMPLE

Performance Standards

4. Backup and Recovery of County Data

- Our system is hosted on Amazon Web Services (AWS), which offers a highly secure and reliable infrastructure by default. As part of our data protection strategy, we utilize AWS's automated backup and recovery mechanisms to ensure high availability, data integrity, and fast recovery in case of an incident.

Daily Backups

- All customer data is backed up daily. These backups are retained for a period of 10 days, during which they can be restored if needed. The backup window and retention period are configurable and can be adjusted based on specific customer requirements.

High Availability & Data Redundancy

- All networking components, load balancers, web servers, and application servers are configured in a redundant setup to ensure uninterrupted service. Customer data is stored on highly redundant carrier-class storage systems with multiple data paths to support both performance and reliability.

Near Real-Time Replication

- Committed transactions are automatically replicated in near real-time to a secondary site. This ensures that in the event of a primary system failure, services can resume with minimal data loss and disruption.

Disaster Recovery and Failover

- We have a Disaster Recovery Plan (DRP) in place. The DRP is periodically reviewed and aligns with AWS's multi-region deployment capabilities. In case of a disaster scenario, services can failover to a secondary instance, and data restoration can occur using the most recent backup snapshot.

Backup Verification

- All backups are automatically validated for integrity and stored securely in the same data centers as their instance. This ensures that recovery is not only possible but also reliable.

How to Contact Aerosimple Support

Aerosimple has a dedicated helpdesk and offers multiple channels for the airport to connect with our support team.

(833)-823-7676

Phone (For Urgent and Critical Issues)
Our support team is available for assistance over the phone.

support@aerosimple.com

Email (For all Issues)
Users can email their queries and concerns.

support@aerosimple.com

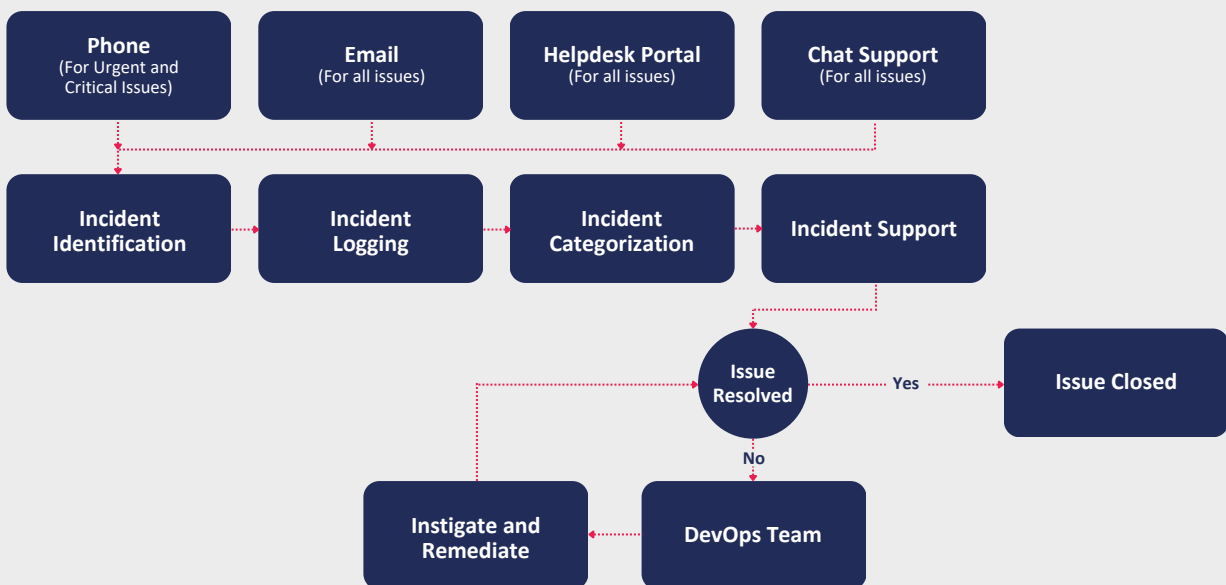**Helpdesk Portal (For all Issues)**
Users can login to Aerosimple's support portal to submit support tickets.

helpdesk/support

Chat Support (For all Issues)
Users can also chat with our helpdesk/support staff from Aerosimple's Support Portal.

Incident Management Process

Phone
(For Urgent and Critical Issues)

Email
(For all issues)

Helpdesk Portal
(For all issues)

Chat Support
(For all issues)

Incident Identification

Incident Logging

Incident Categorization

Incident Support

Issue Resolved

Yes → **Issue Closed**

No → **DevOps Team**

Instigate and Remediate

AEROSIMPLE

SLA Definitions

TYPE	Example/Explanation	SLA	MODE
Critical Issue	System is down. Users are not able to access the system.	4 hours	Phone
Major Issue	Glitch in the system, affecting multiple users and rendering the solution not usable	$000	Phone, Email, Chat
Minor Issue	Glitch in the system, affecting users. Solution is still usable.	$000	Email, Chat
Enquiries	Need a new feature developed and added to the system	Based on Requirement. Typically 3-6 weeks	Email, Chat

Roles and Responsibilities

The chart below identifies, role, responsibility, and escalation process to address product support questions and issues.

> Questions and issues are logged and tracked using the Customer Portal ticket system.

> Aerosimple users will report issues to the respective airport's support team for initial triage.

> If the Client Help Desk is unable to solve the issue, then a Knowledge Base ticket will be created by the Client Help Desk. The support ticket will be logged into the Knowledge Base product queue for action.

> All new user credentials to Aerosimple are requested through the Client Help Desk, then approved and entered into the client Active Directory System or Aerosimple via the System Administrator.

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Role	Responsibility
Aerosimple User	Daily user of the Aerosimple application. Report any application questions and/or issues to the Aerosimple Knowledge Base located as a selection in Aerosimple Application.
Client Help Desk Operator	Report application questions and/or issues that require Aerosimple product support to the Aerosimple Help Desk via a Knowledge Base ticket.
Client Administrator	Aerosimple super user responsible for user credentials and initial triage of the web and mobile application.
Aerosimple Knowledge Base Help Desk	First level product support. Responds to application questions and/or issues. Escalates issues to second level support if additional assistance is required. Coordinates response to the customer when second level product support is initiated. Ensures Knowledge Base ticket lifecycle is up to date.
Aerosimple Product Managers	Second level product support. Documents resolution in Knowledge Base ticket. Prioritizes any issues that are out of scope and result in a change request or future product enhancement. Coordinates response to the customer depending on action taken.
Client Infrastructure	Escalation if Knowledge Base ticket is related to client IT and/or application server performance.

Maintenance Plan

In addition to our support plans, we also offer maintenance services to ensure that our products and services are up-to-date and functioning optimally at no additional cost.

✅ **Updates and Upgrades**
We provide regular updates and upgrades to the modules to ensure that they are running smoothly and efficiently.

✅ **Bug Fixes**
We address any issues or bugs that arise in our products and services to minimize any disruptions to the airport operations/business.

✅ **Performance Optimization**
We continually work to optimize the performance of our platform to ensure that our customers are receiving the highest level of performance possible.

Overall, our support and maintenance plan is designed to provide our airport clients with the necessary resources to maintain and optimize their use of our platform.

Service Credits

Aerosimple is committed to delivering a highly reliable and available Software-as-a-Service (SaaS) platform. As part of this commitment, we guarantee 99.9% monthly uptime availability for the Aerosimple platform.

In the event that the platform's availability falls below the guaranteed threshold in any given calendar month, Aerosimple will provide service credits in the form of additional subscription days, applied toward the airport's next renewal or subscription period. These credits are calculated based on the extent of the downtime, as outlined below:

Monthly Uptime	Service Credit
< 99.9% – ≥ 99.0%	5 days added to your subscription term
< 99.0% – ≥ 95.0%	10 days added to your subscription term
< 95.0%	25 days added to your subscription term

Service Credit Request:

To receive a service credit, the airport must submit a written request within 30 days of the end of the month in which the SLA was not met. The request must include:
- The dates and times of the service unavailability.
- A description of the incident(s).
- Any relevant log or evidence of impact.

Limitations:

Service credits are provided only for verified periods of platform unavailability caused by Aerosimple systems and do not apply to downtime resulting from scheduled maintenance, customer-side issues, internet service provider failures, or force majeure events.

This service credit policy is our assurance of quality and reliability, designed to provide confidence in the continuity of Aerosimple's operations.

AEROSIMPLE

SNOHOMISH COUNTY

Paine Field Airport (PAE) / Snohomish County Airport (Airport)

Exhibit D - System and Hosted Services Acceptance Plan

FOR

RFP-24-035BC-S -Software Solution, Airport Operations System

SOW Document Change Control

Version	Change Description	Author	Date
1.0	Initial Revisions	Gloria Monteiro	04-10- 2025

References Documents

- RFP-24-035BC-S Software Solution_Airport Operations System
- Exhibit A - Statement of Work
- SaaS Agreement

Purpose: This Acceptance Plan outlines the process, criteria, and responsibilities related to the formal acceptance of the Airport Operations System, as implemented by Aerosimple under the SaaS model.

Scope of Acceptance:
Acceptance shall apply to all components and deliverables defined in the Statement of Work, including but not limited to:

- Configured software modules (as outlined in Exhibit A)
- Data migration and onboarding
- User training
- Role-based user access
- Reporting and dashboards
- Security configurations
- Integration (if scoped)
- Go-live readiness

Acceptance Phases

Acceptance will occur in the following phases:

Phase	Description
Functional Configuration Review	County will review and approve the system configurations (forms, workflows, dashboards).
User Acceptance Testing (UAT)	County-designated users will validate the system within the production environment, which will be active from Day 1. Any issues encountered will be logged and addressed promptly.
Production Go-Live	The system will continue to be used in production while acceptance testing and fine-tuning are carried out in parallel.
Final Acceptance	Final written acceptance will be issued upon successful completion of configuration review, UAT, and resolution of all critical issues during the initial stabilization period.

Acceptance Criteria

The system will be considered **acceptable** if:

- All scoped modules and configurations meet the functional requirements as described in the RFP and SOW - Exhibit A.
- System performance and availability align with SLAs - Exhibit C
- No "Critical" severity issues remain unresolved.
- Training has been delivered to the County's designated personnel. Security and data protection measures meet contract and compliance requirements.
- Reports and dashboards reflect correct and timely information.

- The system is accessible via supported web browsers and meets usability expectations.

Roles and Responsibilities

Phase	Description
Functional Configuration Review	County will review and approve the system configurations (forms, workflows, dashboards).
User Acceptance Testing (UAT)	County-designated users will validate the system within the production environment, which will be active from Day 1. Any issues encountered will be logged and addressed promptly.