



SUBSCRIPTION SERVICES AGREEMENT

This LegalServer Subscription Agreement (“Agreement”) is dated as of the last signature below (“**Effective Date**”) and agreed to by **P.S. Technologies, Inc. dba LegalServer**, an Illinois corporation with its principal place of business at 204 S. Scoville Ave., Oak Park, IL 60302, and a mailing address of PO Box 221154, Chicago, IL 60622, and duly licensed to conduct business in Washington State (“**PSTI**” or “**Contractor**” or “**LegalServer**” in Exhibit B); and **Snohomish County**, a Washington government agency (“**Client**” or “**County**”).

Background

PSTI has developed a proprietary web-based case management software system referred to as LegalServer. Legal aid organizations, public defenders, government agencies, universities, and social service agencies subscribe to LegalServer to manage various aspects of delivering services, including tracking clients, cases, projects, outreaches, staff, contractors, volunteers, time, and grants. Client desires (a) to obtain a subscription to use the LegalServer system and (b) for PSTI to activate, implement, configure, host, and maintain the LegalServer system in accordance with this Agreement. PSTI and Client desire to set forth in this Agreement the terms and conditions applicable to Client’s subscription to use the LegalServer system and for the provision of related professional services by PSTI for Client.

Agreement

For and in consideration of the foregoing, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and PSTI agree as follows:

1. DEFINITIONS.

1.1 “Acceptance” means: (a) the Contractor has provided to the County all deliverables required to be provided to the County in the Exhibit A Case Management System Order, Exhibit B LegalServer Case Management System Deliverables, and Exhibit C Functional Requirements (“**Deliverables**”); (b) the Contractor has provided the County 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.

1.2 “Affiliate” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.3 “Client Data” means the content, information, and data input into and stored by the System by or on behalf of Client. Client Data does not include Usage Data or Aggregated Data.

1.4 “Documentation” means any user materials, instructions, and specifications made available by PSTI to Client for the Services.

1.5 “Fees” means any agreed upon fees for Services set forth in an Order.

1.6 “Order” means any written order, document, statement of work, or form executed by PSTI and Client specifying the Services purchased by Client.

1.7 “PSTI Content” means content, data, and information that is owned by PSTI or any of its licensors that is provided or made available by PSTI through use of the System or as part of or in connection with PSTI’s provision of Services. Content does not include Client Data.

1.8 “Services” means the implementation services, access to the System, support, and the other services made available on, by, or through the System by PSTI under this Agreement.

1.9 “Software” means PSTI’s proprietary software made available by PSTI as part of the System, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.10 “**System**” means the LegalServer case management software system identified in an Order. The System does not include Client’s connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for Client and its Users to connect to and access to the System or to utilize the Services.

1.11 “**Usage Data**” means any content, data, or information that is collected or produced by the System in connection with use of the Services that does not identify Client or its Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the use of the System.

1.12 “**Users**” means Client’s employees, independent contractors, and other individuals who are authorized by Client to access and use the Services on behalf of Client.

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

2. SERVICES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, PSTI shall provide the Services ordered by Client in the applicable Order pursuant to the applicable Order and this Agreement. Each Order is incorporated by reference into this Agreement. The first Order for the LegalServer Case Management System is attached to this Agreement as Exhibit A. The document that describes the various phases of the LegalServer Onboarding Process and Deliverables for Client is attached to this Agreement as Exhibit B, by this reference incorporated herein. The functional requirements document is attached to this Agreement as Exhibit C, by this reference incorporated herein.

2.2 Cooperation. Client shall supply to PSTI the Client Data along with access and personnel resources that PSTI reasonably requests in order for PSTI to provide the Services.

2.3 Resources. Client is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the System.

3. RIGHTS AND RESPONSIBILITIES.

3.1 Access Rights; Client’s Use of the System. Subject to the terms and conditions of this Agreement, PSTI hereby grants to Client, during the Term (as defined below), a non-exclusive, non-sublicensable right to access and use the System for Client’s internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement. PSTI and its licensors reserve all rights in and to the System and the Services not expressly granted to Client under this Agreement.

3.2 Restrictions on Use. Client acknowledges that the System, and its structure, sequence, and organization constitute valuable trade secrets of PSTI. Accordingly, Client shall use the System within the express scope of its subscription as set forth in this Agreement. Client shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Software, or attempt to reverse engineer, decompile, disassemble or access the source code for the System or any component thereof; (b) use the System, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Client; (c) permit any party, other than the then-currently authorized Users to independently access the System; (d) use the System in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the System to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

3.3 Users. Under the rights granted to Client under this Agreement, Client may permit independent contractors and employees of Clients to become Users in order to access and use the System in accordance with this Agreement; provided that Client will be liable for the acts and omissions of all Users to the extent any of such acts or omissions, if performed by Client, would constitute a breach of, or otherwise give rise to liability to Client under, this Agreement. Client shall not, and shall not permit any User to, use the System, Software or Documentation except as expressly permitted under this Agreement. Client is responsible for Users’ compliance with this Agreement.

4. FEES AND PAYMENT TERMS.

4.1 Price. Client shall pay PSTI the Fees in accordance with the payment schedule specified in the Order and the terms of this Agreement. Fees are exclusive of, and Client shall be responsible for all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to PSTI under this Agreement

(excluding any taxes arising from PSTI's income or any employment taxes). Fees for any Services requested by Client that are not set forth in an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Unless otherwise agreed to in an Order, Client shall pay to PSTI all Fees within 30 days after Client's receipt of the applicable invoice for such Services. If Client disagrees with any Fees set forth in an invoice, it shall notify PSTI of the dispute within 30 days after receipt of such invoice. All payments received by PSTI are non-refundable except as otherwise expressly provided in this Agreement. Client shall make all payments in United States dollars.

5. TERM AND TERMINATION.

5.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Orders have terminated or expired ("**Term**"). The term of each Order shall be set forth in such Order.

5.2 Termination for Cause. A party may terminate this Agreement or an Order upon written notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

5.3 Termination for Non-Appropriation. In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the County may terminate this contract as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, provided the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within 14 days after the end of the fiscal period.

5.4 Data on Termination. Upon termination of this Agreement, Contractor shall, within two (2) business days 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 as it exists in the System as of the effective date of termination. Further, upon written request by Client, 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.

5.5 Effects of Termination of this Agreement. Termination of this Agreement shall terminate all Orders. Upon termination of this Agreement: (a) all amounts owed to PSTI under this Agreement before such termination will be due and payable in accordance with Section 4; (b) all rights granted in this Agreement will immediately cease; (c) Client shall promptly discontinue all access and use of the System and return or erase, all copies of the Documentation in Client's possession or control; and (d) PSTI shall promptly return or erase all Client Data, except that PSTI may retain Client Data in PSTI's archived backup files. Sections 1, 3.2, 4, 5.5, 6, 7, 8, 10, 10.4, 12.1, 12.3, 12.6, 12.8, and all payment obligations, survive expiration or termination of this Agreement.

5.6 Suspension. Notwithstanding anything to the contrary in this Agreement, PSTI may suspend Client's access to the System if PSTI determines that: (a) there is an attack on the System; (b) Client's or any of its User's use of the System poses a reasonable risk of harm or liability to PSTI and, if capable of being cured, Client is not taking appropriate action to cure such risk; (c) Client has breached Sections 3.2 or 7; (d) Client or its Users use of the System violates applicable law; or (e) Client has failed to pay any undisputed charge owed under this Agreement when due and has failed to cure such late payment within 15 days after PSTI has provided Client with written notice of such late payment. PSTI shall use commercially reasonable efforts to provide Client with notice of such suspension. PSTI may suspend Client's access to the System until the situation giving rise to the suspension has been remedied to PSTI's reasonable satisfaction. PSTI's suspension of Client's access to the System will not relieve Client of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 Client Data. As between the parties, Client owns all right, title, and interest in Client Data, including all intellectual property rights therein.

6.2 Client Data License Grant. Client hereby grants to PSTI, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 12.3), non-sublicensable license to use the Client Data solely for the limited purpose of performing the Services for Client under this Agreement.

6.3 Services. All proprietary technology utilized by PSTI to perform its obligations under this Agreement, including, but not limited to the (a) Software; (b) all modifications, developments, derivative works, and enhancements developed by PSTI to the Software; and (c) all related technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, copies or other materials created by PSTI, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of PSTI or its third party licensors. PSTI or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the PSTI Content and the System, including without limitation the Software, the look and feel of any reports, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by PSTI in performing under this Agreement. Any rights not expressly granted to Client hereunder are reserved by PSTI.

6.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, PSTI may analyze Client Data to create a de-identified and aggregated data set that does not identify Client or its Users (collectively, “**Aggregated Data**”). PSTI retains ownership of all right, title, and interest in and to Aggregated Data. PSTI may use Aggregated Data for any lawful purpose, including to improve, market, and provide the Services.

6.5 Usage Data. PSTI retains ownership of all right, title, and interest in and to the Usage Data. PSTI may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve PSTI’s services, systems, and algorithms.

7. CONFIDENTIALITY.

7.1 Definitions. “Confidential Information” means all information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. PSTI’s Confidential Information includes all, Software and Documentation. Notwithstanding the foregoing and in accordance with Section 7.5, Contractor shall mark as confidential or proprietary, any portion of any record that it believes to be protected from disclosure under law. Client’s Confidential Information includes Client Data and all information and materials belonging to, used by, or in the possession of Client relating to Client Data, including but not limited to, client/case information, documents considered confidences and secrets pursuant to the applicable Rules of Professional Conduct, personnel information pertaining to its volunteers and staff, and financial information. PSTI and Client agree that the Parties shall retain all ownership rights in and to their respective Confidential Information. Except for each Party’s Confidential Information listed above, the disclosing Party will mark all Confidential Information in tangible form as “confidential” or “proprietary” or with a similar legend. The disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure.

7.2 Protection. Except in accordance with Section 7.5, Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient’s employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient’s obligations under this Section. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

7.3 Exceptions. Recipient shall have no confidentiality obligations under Section 7.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser’s disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

7.4 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.

7.5 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. The County shall have no obligation to notify Contractor of (a) or (b) when Contractor has not marked information as proprietary or confidential any Confidential Information as defined by Section 7.1. 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.

8. DATA SECURITY.

8.1 Data Security. PSTI agrees, represents, and warrants that it currently maintains information protection practices and procedures that are designed to comply with industry practices and all laws applicable to PSTI to preserve the confidentiality and security of Client Data related to this Agreement in PSTI's possession or control ("Security Program"). PSTI's Security Program includes:

(a) Appropriate administrative, technical and physical safeguards and other security measures designed to ensure the security and confidentiality of Client's Data;

(b) A security design intended to prevent any compromise of its own information systems, computer networks or data files by unauthorized users, viruses or malicious computer programs which could in turn be propagated to Client or Client's clients; and

(c) Appropriate internal practices including, but not limited to, encryption of data in transit (i.e., transmission of data between Client and PSTI) via secure means such as HTTPS, FTPS, SFTP or equivalent means; using appropriate firewall hardware and software; maintaining these countermeasures, operating systems and other applications with up-to-date security patches designed so as to avoid unauthorized access to Client Data; appropriate logging and alerts to monitor access controls and to assure data integrity and confidentiality; installing and operating security mechanisms designed in the manner intended to ensure that PSTI business operations are not disrupted; and permitting only authorized users access to systems and applications that contain Client Data; and

(d) All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by Client. PSTI agrees to store all Client backup data stored as part of its backup and recovery processes in encrypted form, using no less than a 128-bit key.

8.2 Data Incident. PSTI shall, notify Client without undue delay, but in no event in less than two (2) business days, after PSTI becomes aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of,

or access to Client Data transmitted, stored, or otherwise processed by PSTI (a “Data Incident”). PSTI shall comply with the provisions of Chapter 19.255 RCW that apply to PSTI, and identify the cause of such Data Incident and take those steps that PSTI is required to take pursuant to Chapter 19.255 RCW in order to remediate the cause of such a Data Incident. PSTI agrees to make resources available to Client in an effort to determine the full impact and root cause of the Data Incident, including detailed description of the Data Incident and the type of personal data that was the subject of the Data Incident.

8.3 Personally Identifiable Information (PII). In the case of PII, at County’s sole election, Contractor shall (a) cooperate with Client to the extent that Client is required by Chapter 19.255 RCW to 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 a reasonable period of time after PSTI notifies Client of the occurrence of the Data Incident; (b) use commercially reasonable efforts to perform or take any other reasonable actions necessary for Client to comply with applicable law as a result of the Data Incident; and (c) provide to County a detailed plan within ten (10) calendar days after PSTI notifies Client of the occurrence of the Data Incident describing the measures Contractor will undertake to prevent a future Data Incident. This section shall survive the termination of this Agreement. The obligations herein shall not apply to incidents that are caused by Client or Users. As required by applicable data security laws, PSTI shall provide Client with reasonable cooperation and assistance related to such Data Incident necessary for Client to fulfill Client’s obligation under such applicable data security laws.

9. WARRANTIES; DISCLAIMER.

9.1 Access to the System. PSTI warrants that the System will perform materially in accordance with the Documentation and this Agreement. PSTI does not warrant that the System will be completely error-free or uninterrupted. If Client notifies PSTI of a reproducible error in the System that indicates a breach of the foregoing warranty (each, an “**Error**”) within 30 days after Client experiences such Error, PSTI shall, at its own expense and as its sole obligation and Client’s exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if PSTI is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Client, Client may terminate this Agreement upon notice to PSTI and, PSTI shall refund the amounts paid by Client for access to the System for the period during which the System was not usable by Client. The warranties set forth in this Section 9.1 do not apply to any third party offerings or services or cover any Error caused by: (i) Client or its Users; (ii) use of the System in any manner or in any environment inconsistent with its intended purpose; (iii) Client’s hardware or software if modified or repaired in any manner that materially adversely affects the operation or reliability of the System, or (iv) any equipment, software, or other material utilized by Client in connection with the System contrary to the Contractor’s instructions.

9.2 Software Uptime. PSTI will use commercially reasonable efforts to ensure System is operational and available 24 hours a day, 7 days a week, 365 days a year, with an availability of 99.5% (“Software Uptime”). PSTI, however, may suspend or interrupt the availability of the Software (without affecting Software Uptime) at any time (a) due to any cause beyond the reasonable control of PSTI, including any cause described in Section 12.4, or (b) to conduct routine scheduled maintenance of the Software.

9.3 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”), including Chapter 10.97 RCW, Chapter 19.255 RCW, and Chapter 70.02 RCW, 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 set forth in this Agreement. Furthermore, Contractor shall act in good faith to negotiate and agree to amendments to this agreement 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 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.

9.4 Regulatory Requirements. Contractor represents and warrants to the County that the Software meets and satisfies all regulatory requirements that apply to the Software for its intended use; provided that Contractor does not warrant that Software meets and satisfies all of the regulatory requirements of the Americans with Disabilities Act, or Sections 504 and 508 of the Rehabilitation Act of 1973; provided further that the Software and Services to be provided by Contractor to Client pursuant to this Agreement will permit Client to customize the Services and the System so

that Client can comply with, as applicable, the Americans with Disabilities Act, and Sections 504 and 508 of the Rehabilitation Act of 1973. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with all applicable employment and business regulatory requirements for entities registered to conduct business in the State of Washington.

9.5 Right to Client Data. Client represents and warrants that it has the right to: (a) use the Client Data as contemplated by this Agreement; and (b) grant PSTI the license in Section 6.2.

9.6 Responsibility of Client Data. As between the Parties, Client is solely responsible for the content of any data or information posted or transmitted by or on behalf of Client or Client employees using the Software, or any other use of the Software by Client or Client employees. Client represents and warrants that it will not use the Software for unlawful purposes (including infringement of copyrights or trademarks, misappropriation of trade secrets, wire fraud, invasion of privacy, pornography, obscenity, and libel), or to interfere with or disrupt other network users, network services, or network equipment.

9.7 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. INDEMNIFICATION.

10.1 Claims Against Client. PSTI shall defend any claim, suit, or action against Client brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights, 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 of such third party (each, a "**Client Claim**"), and PSTI shall indemnify and hold Client harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, "**Losses**") that are specifically attributable to such Client Claim or those costs and damages agreed to in a settlement of such Client Claim. The foregoing obligations are conditioned on Client: (a) promptly notifying PSTI in writing of such Client Claim; (b) giving PSTI sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at PSTI's request and expense, assisting in such defense. In the event that the use of the System is enjoined, PSTI shall, at its option and at its own expense either (a) procure for Client the right to continue using the System, (b) replace the Software with a non-infringing but functionally equivalent product with no loss or degradation of features, functionality, or performance, (c) modify the Software so it becomes non-infringing or (d) terminate this Agreement and refund the amounts Client paid for access to the System that were to be provided after the effective date of termination. Notwithstanding the foregoing, PSTI will have no obligation under this Section 10.1 with respect to any infringement claim based upon: (1) any use of the System not in accordance with this Agreement; (2) any use of the System in combination with products, equipment, software, or data that PSTI did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the System by any person other than PSTI or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 10.1 states PSTI's entire liability and Client's sole and exclusive remedy for infringement claims or actions.

10.2 General Indemnification. Subject to Section 10.4 Limitations of Liability, PSTI 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 resulting from 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, to the extent caused by PSTI, PSTI'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) PSTI 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 PSTI, its agents, employees, or subcontractors. PSTI's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from such personal injury or property damage caused by the action, error, or omission or breach of any common law, statutory or other delegated duty by PSTI, PSTI's employees, agents, or subcontractors.

10.3 Title 51. With respect to PSTI'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, PSTI further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by PSTI's employees caused by or arising out of PSTI's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

10.4 LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES WILL PSTI OR ITS AFFILIATED COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, BE LIABLE TO CLIENT, ANY USERS OF CLIENT OR ANY OTHER THIRD PARTY FOR ANY DAMAGES OR LOSSES RELATING TO THE SYSTEM AND SERVICES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST TIME, LOST SAVINGS, LOST DATA, LOST FEES, DAMAGE TO EQUIPMENT, SYSTEMS OR GOODWILL OR EXPENSES OF ANY KIND ARISING FROM OR RELATING TO THE SYSTEM, SOFTWARE, AND/OR ANY DERIVATIVE WORKS, ENHANCEMENTS, MODIFICATIONS OR DEVELOPMENTS THERETO, OR ACCOMPANYING DOCUMENTATION IN ANY MANNER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, AT LAW OR EQUITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING NEGLIGENCE. THESE LIMITATIONS WILL APPLY EVEN IF PSTI HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. CLIENT ACKNOWLEDGES THAT THE FEES PAID IN CONNECTION WITH THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH HEREIN AND THAT PSTI WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. NOTWITHSTANDING THE FOREGOING, PSTI'S TOTAL, CUMULATIVE LIABILITY FOR ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY BREACH THEREOF UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, WILL NOT EXCEED FIVE TIMES THE AGGREGATE AMOUNT RECEIVED BY PSTI UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM. ALL PAYMENTS MADE BY PSTI UNDER THIS AGREEMENT WILL BE AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

11. INSURANCE

11.1 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.

11.2 Minimum Scope of Insurance and Limits. The Contractor shall obtain and maintain continuously and for the duration of the Agreement the following insurance:

(a) 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.

(b) Worker's Compensation Coverage as required by the applicable laws of the state where Contractor's workers reside. The Contractor's obligation shall extend to itself 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.

(c) Errors & Omissions/Professional Liability Insurance, in an amount not less than \$2,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for the County or on behalf of the County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.

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

(a) 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.

(b) 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.

(c) 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.

(d) Contractor shall, upon written request, furnish the County with copies of certificates and a copy of the amendatory endorsements, including but not necessarily 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 copy of required insurance policies.

12. GENERAL.

12.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

12.2 Subcontractors. PSTI may utilize subcontractors and subprocessors (collectively, "**Subcontractors**") in the performance of its obligations, provided that PSTI will remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by PSTI, would constitute a breach of, or otherwise give rise to liability to PSTI under, this Agreement when they are performing for or on behalf of PSTI.

12.3 Assignment.

(a) Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect. This Agreement does not confer any rights or remedies upon any person or entity not a party to this Agreement.

12.4 Force Majeure. Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any event which is beyond the reasonable control of such party ("**Force Majeure Event**") provided that the delayed party: (a) gives the other party prompt notice of such Force Majeure Event, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If PSTI is unable to provide Services for a period of 60 consecutive calendar days as a result of a continuing Force Majeure Event, Client may cancel the Services without further obligation, penalty, or late fee. Payment obligations may be delayed but not excused due to a Force Majeure Event.

12.5 Notices. To be effective, notices under this Agreement must be delivered in writing by a reliable overnight courier (e.g., FedEx or UPS, etc.), confirmed e-mail, or certified or registered mail (postage prepaid and return receipt requested) to the other party using the contact information for each party first set forth on the signature page and will be effective upon receipt. Unconfirmed e-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any legal notices.

12.6 Governing Law; Disputes; 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.

12.7 Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Each party acknowledges that any actual or threatened breach of Sections 3.2 or 7 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required.

12.8 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

12.9 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.10 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

12.11 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12.12 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto, constitute the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. No amendment to this Agreement will be effective unless in writing and signed by both parties with the same formalities as required for this Agreement. In the event of any conflict between this Agreement and any of the attached Exhibits, the precedence of Documents shall be as follows:

- (a) Agreement
- (b) Exhibit A - Case Management System Order
- (c) Exhibit B – LegalServer Case Management System Deliverables
- (d) Exhibit C - Functional Requirements
- (e) RFP 22-009SB
- (f) Contractor’s Response to RFP-22-009SB

13. NON DISCRIMINATION.

13.1 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 Agreement constitutes a certification by the Contractor of the Contractor’s compliance with the requirements of chapter 2.460 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 Agreement 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.

13.2 Federal Non-Discrimination. The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI 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.

The parties by their authorized representatives have agreed to this LegalServer Subscription Services Agreement as of the Effective Date.

SNOHOMISH COUNTY

Signature: _____

Printed: Ken Klein
Executive Director

Title: _____

Date: _____

Address for Notice:

3000 Rockefeller Ave
Everett, WA 98201
DIS.Admin@co.snohomish.wa.us

COUNCIL USE ONLY	
Approved	<u>10/17/2023</u>
ECAF #	<u>2023-1020</u>
MOT/ORD	<u>Motion 23-452</u>

P.S. TECHNOLOGIES, INC.

Signature: *IV Ashton*

Printed: IV Ashton

Title: President

Date: October 9, 2023

Address for Notice:

IV Ashton
President & Legal Counsel
PO Box 221154
Chicago, IL 60622
(773) 782-1021 x 107 (direct)
(773) 459-5582 (mobile)
(312) 264-2365 (fax)
ivashton@legalserver.org
[cc: legal@legalserver.org](mailto:cc:legal@legalserver.org)

Exhibit A - Case Management System Order

Exhibit B – LegalServer Case Management System Deliverables

Exhibit C - Functional Requirements

Attachment A - Functional Specifications

Proposer's Name:

For the following criteria, answer whether your proposed solution is capable of the following, and for each answer provide information about how this functionality is fulfilled:

Response Options:

Fully Capable: Proposed solution fully meets the functional criteria

Partially Capable: Proposed solution does not fully meet the functional criteria. May require customization, another module, 3rd party software or other option that may have a cost or may have additional

Not Capable: Proposed solution is unable to meet the functionality described.

Accessibility

Req ID	Specification	Response	Additional information
1.00	Online interface accessible from any device. Laptop, Tablet, Phone.	Fully Capable	
1.01	Cloud based solution	Fully Capable	
1.02	Link to Single Sign on-Active Directory	Fully Capable	
1.03	Work offline from mobile app	Fully Capable	
1.04	Support multiple languages, IE Spanish, and others.	Partially Capable	Confirm types of languages: Portions of a LegalServer site or Online Intake can collect data in a foreign language, and translate to English. Once enabled the agency will need to enter the translations as part of set-up. Included languages: Arabic, Armenian, Chinese (Simplified), Haitian, Hmong, Korean, Myanmar, Norwegian, Bokmål, Russian, Spanish, Tagalog, Vietnamese, Polish.

Data

Req ID	Specification	Response	Additional information
2.00	"Link like forms based on the defendant (cases, charges, etc.) EX: Interview information can be pulled from a profile to update specific fields or be able to look at specific defendant profile to see all related entries"	Fully Capable	
2.01	Search functionality by multiple fields in a form. EX: Case Number, defendant Name, Charges, etc.	Fully Capable	
2.02	Import data from external source, such as Excel, CSV, other	Fully Capable	
2.03	Import data to overwrite current data	Fully Capable	
2.04	Attach applicable files, such as, PDFs, Word Doc, etc to a form	Fully Capable	
2.05	Link defendant data to multiple cases	Fully Capable	



EXHIBIT A

CASE MANAGEMENT SERVICES ORDER FORM

This Order No. 23-1 (“**Order**”) is dated as of the date of the last signature below (“**Order Effective Date**”) and agreed to by P.S. Technologies, Inc. (“**PSTI**” or “**LegalServer**”) and the Client identified below (“**Client**”). This Order identifies the Services ordered by Client to be performed and provided by PSTI pursuant to the Agreement.

Contact and Billing Details			
Snohomish County		P.S. Technologies, Inc., doing business as LegalServer	
Client Address	3000 Rockefeller Ave Everett, WA 98201	PSTI Address	PO Box 221154 Chicago, IL 60622
Bill-to-Name		PSTI Contact	IV Ashton
Bill-to-Email	DIS.Admin@co.snohomish.wa.us	PSTI Email	billing@legalserver.org
Bill-to-Phone		PSTI Phone	(773) 459-5582
Onboarding Services		LegalServer Subscription	
Onboarding Start Date	November 6, 2023	Subscription Effective Date	December 1, 2023
Onboarding End Date (GoLive)	July 22, 2024	Subscription End Date	December 31, 2028
		Billing Period	Quarterly
		Auto-renew	Yes, subject to Subscription Fee Cap annual fee increase of 3%

Order Term. The initial term of this Order shall begin on the Order Effective Date and continue until the Subscription End Date set forth above (“**Initial Term**”). This Order shall automatically renew for additional one-year terms (except as otherwise set forth above) (“**Renewal Term**”) unless a party provides the other party with written notice of non-renewal at least 30 days before the end of the Initial Term or applicable Renewal Term. The Initial Term and the Renewal Terms are collectively referred to as the “**Order Term.**”

Table 1 - Onboarding Services Order:

Name	Amount	Notes
Onboarding Fee	\$40,000	
Microsoft Azure SSO	\$1,800	To be activated by November 30, 2024
Contract Attorney Module	\$3,500	To be activated by November 30, 2024
Total	\$45,300	

Table 2 - Onboarding Payment Schedule:

Name	Amount	Due Date
Initial Installment	\$9,700	Due upon execution of this Agreement Phase 1 outlined in Exhibit B, including Additional Modules listed in Onboarding Service Order will be completed by December 31, 2023
2 nd Installment	\$13,600	Invoiced on January 1, 2024

		Phase 2, Task 1 Discovery & Configuration Meetings will occur during January, February and March, 2024
3 rd Installment	\$13,200	Invoiced on April 1, 2024 Phase 2, Task 1 Discovery & Configuration Meetings will occur during April, May and June, 2024
4 th Installment	\$8,800	Invoiced on July 1, 2024 Phase 2, Task 2 GoLive & Training Phase will occur in July, 2024. Phase 2, Task 3 Refinement Phase will complete no later than August 22, 2024
Total Fee	\$45,300	

Services outlined in the above Order are scheduled to begin on the Onboarding Start Date and shall end no later than the Onboarding End Date unless the Parties otherwise agree in writing through an Amendment to this Order. Client has the option to purchase additional Services by submitting a subsequent Order for additional Services. If no “Onboarding Start Date” is set forth in this Order, the Onboarding Start Date will be the Order Effective Date.

LegalServer Subscription Fee Schedule:

Client’s LegalServer Subscription shall commence upon the Subscription Start Date. Client shall pay PSTI a monthly fee for Client’s Subscription to access and use LegalServer System pursuant to the Agreement (“**LegalServer Subscription Fee**”). LegalServer Subscription Fees are billed prospectively on the first day of each quarter.

In addition to access and use of the LegalServer System, the LegalServer Subscription includes:

- Standard weekly updates (enhancements, bug fixes, and security patches) to the LegalServer System (“**Standard Updates to the LegalServer System**”) as set forth by PSTI.
- Standard support services, including online help documentation (www.help.legalserver.org), online training videos, general public training events (typically offered weekly)(see www.legalserver.org/training-schedule), office hours with LegalServer staff, online API documentation (<https://apidocs.legalserver.org>), as well as access to the LegalServer Support Team via email (lssupport@legalserver.org) and by phone (“**Standard Support Services**”). Email and phone Support Services are limited to one pre-designated site administrator per Client from 9 a.m. CST to 5 p.m. CST Monday through Friday, excluding holidays.

Table 3 – Initial Monthly Subscription Fees (subject to annual increase of 3% effective January 1, 2024)

Name	Amount	Due Date
LegalServer Subscription Fee	\$600	For up to forty (40) Active Users
Amazon GovCloud Fee	\$200	
SSO Monthly Fee	\$50	
Contract Attorney Monthly Fee	\$100	
Total (Monthly)	\$950	Billed quarterly at the beginning of each quarter

Table 4 - Subscription Payment Schedule:

Name	Amount	Due Date
4Q23 Enhanced Onboarding & Subscription	\$950	Invoiced on December 1, 2023
1Q24 Enhanced Onboarding & Subscription	\$2,904	Invoiced on January 1, 2024
2Q24 Enhanced Onboarding & Subscription	\$2,904	Invoiced on April 1, 2024
3Q24 Subscription	\$2,904	Invoiced on July 1, 2024
4Q24 Subscription	\$2,904	Invoiced on October 1, 2024
1Q25 Subscription	\$2,961	Invoiced on January 1, 2025
2Q25 Subscription	\$2,961	Invoiced on April 1, 2025
3Q25 Subscription	\$2,961	Invoiced on July 1, 2025

4Q25 Subscription	\$2,961	Invoiced on October 1, 2025
1Q26 Subscription	\$3,018	Invoiced on January 1, 2026
2Q26 Subscription	\$3,018	Invoiced on April 1, 2026
3Q26 Subscription	\$3,018	Invoiced on July 1, 2026
4Q26 Subscription	\$3,018	Invoiced on October 1, 2026
1Q27 Subscription	\$3,078	Invoiced on January 1, 2027
2Q27 Subscription	\$3,078	Invoiced on April 1, 2027
3Q27 Subscription	\$3,078	Invoiced on July 1, 2027
4Q27 Subscription	\$3,078	Invoiced on October 1, 2027
1Q28 Subscription	\$3,138	Invoiced on January 1, 2028
2Q28 Subscription	\$3,138	Invoiced on April 1, 2028
3Q28 Subscription	\$3,138	Invoiced on July 1, 2028
4Q28 Subscription	\$3,138	Invoiced on October 1, 2028

Subscription fees are invoiced quarterly, at the beginning of each quarter, due within 30 days of receipt of properly prepared invoice.

Table 5 – Optional Fees

Product	Monthly Cost	Annual Cost
Monthly copy of Database in AWS Platform	\$100.00	\$1,200.00

PROJECT MANAGERS

County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	Terrence Broadus, Business Application Analyst 5	Name:	Aaron Krause, Director
Address:	Office of Operational Excellence 3000 Rockefeller Ave Everett, WA 98201	Address:	PO Box 221154 Chicago, IL 60622
Phone:	(425) 388-3837	Phone:	(773) 782-1021, ext. 313
Email:	Terrence.broadus@snoco.org	Email:	akrause@legalserver.org
County Subject Matter Expert (“SME”)			
Name:	Kristin Crane		
Address:	Office of Public Defense 3000 Rockefeller Ave Everett, WA 98201		
Phone:	(425) 388-3807		
Email:	Kristin.crane@snoco.org		

SAML 2.0 COMPLIANCE

Annual Certificate Updates

If the solution integrates with County’s Active Directory Federation Services (ADFS) then SAML2.0 compliance is required. The Contractor shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement. If the Contractor has not implemented the full SAML 2.0 standard to include monitoring of federation metadata, County shall provide Contractor with advance notice of a token-signing certificate replacement and shall provide Contractor with the new certificate prior to the scheduled change. The Contractor shall be solely responsible for ensuring the County users are provided uninterrupted access to the Software by managing the Software’s certificate renewal during annual updates. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

If solution is an Azure Enterprise application, County prefers that the application is published to the Azure Gallery. Any standard protocol Azure AD supports may be used.

Contractor Contact for Certificate Coordination

Jeff Hogue
(773) 220-1021
jhogue@legalserver.org

County Contact for Certificate Coordination

Todd Ryden
(425) 388-3867
ADFS-support@co.snohomish.wa.us (preferred)

LegalServer Subscription Fee Cap. LegalServer Subscription Fees automatically increase three percent (3%) per year at the end of each calendar year. If the total number of Active Users becomes greater than forty (40) in a given month, the LegalServer Subscription Fees will increase. “Active User” includes all User accounts with active login credentials to the System at any time in the billing period, excluding individuals that do not receive a paycheck from the Client such as volunteers or interns. “Active Contractor User” includes Contractors that have limited access to LegalServer.

Integration. This Order is incorporated into the LegalServer Subscription Services Agreement (collectively, the “Agreement”). Any different or additional terms and conditions set forth in any purchase order, confirmation, statement of work, order form, or similar form, even if signed by the parties after the effective date of this Agreement, are rejected and shall have no force or effect on this Agreement unless it is an amendment or addendum to the Agreement signed by authorized representatives of both parties. All capitalized terms used and not expressly defined in this Order will have the meanings given to them in the Agreement.

The parties by their authorized representatives have agreed to this Order as of the Order Effective Date.

SNOHOMISH COUNTY

Signature: _____

Printed: Ken Klein
Executive Director

Title: _____

Date: _____

Address for Notice:

Name: _____

Title: _____

3000 Rockefeller Ave
Everett, WA 98201

Phone: _____

DIS.Admin@co.snohomish.wa.us

P.S. TECHNOLOGIES, INC.

Signature: IV Ashton

Printed: IV Ashton

Title: President

Date: October 9, 2023

Address for Notice:

IV Ashton
President & Legal Counsel
PO Box 221154
Chicago, IL 60622
(773) 782-1021 x 107 (direct)
(773) 459-5582 (mobile)
(312) 264-2365 (fax)
ivashton@legalserver.org
[cc: legal@legalserver.org](mailto:cc:legal@legalserver.org)

COUNCIL USE ONLY

Approved 10/17/2023

ECAF # 2023-1020

MOT/ORD Motion 23-452

Exhibit B

LegalServer Case Management System Deliverables

This document describes the various phases of the LegalServer Onboarding Process and Deliverables for Snohomish County (“Client”). It includes fifty-seven (57) hours of one-on-one meetings and configuration time and seven (7) hours of LegalServer-provided training for Client employees.

The Onboarding Process is split into two stages: Project Initiation and Site Set-Up. An initial LegalServer contact will guide Client through the Project Initiation stage, which includes Classroom Training Sessions, Small Group Builds, and Community-Based Tuesday Training. At the beginning of the Site Set-Up, Client will be assigned a LegalServer Onboarding Specialist to assist Client throughout the balance of the project.

The Onboarding Process set forth below can be modified after consulting with Client’s Onboarding Specialist, upon mutual agreement between the Client and LegalServer. Please note, however, the Project Initiation Phase, a total of 12 hours, is a standard initiation process that cannot be modified or redistributed. If additional hours are needed, Client may add them at any time through a Change Order.

Table of Contents

General Timeline

Phase 1: Project Initiation	1
Phase 2: Site Set-Up: Deliverables and & Tasks	2
Task 1: Discovery & Configuration	3
Task 2: GoLive & Training	4
Task 3: Refinement	5

General Timeline

Anticipated GoLive:	Week 28
Refinement Phase:	4 Weeks after GoLive

Phase 1: Project Initiation

General Length of Phase: 2 months, with month 2 taking place concurrently with Site Set-Up

In the Project Initiation Phase, Client's full staff (or any subset thereof) will have an opportunity to learn how LegalServer works during the Classroom Training Sessions. This phase is designed to introduce Client to LegalServer's system generally, and the onboarding methodology specifically. Client will receive a Demo Site, which will be used to configure specific workflows and profiles throughout the onboarding process and will be the configuration template for the Live Site. LegalServer hosts a series of weekly classroom-style trainings aimed at all LegalServer users to acquaint them with the basic functionality of the site.

LegalServer Deliverable	Hours / Number (if applicable)
The executed contract provided to LegalServer by Client	
Establish LegalServer Demo site with all additional modules enabled, including secure hosting environment setup and provide log-in credentials	
Enable future reports module in the LegalServer demo site for Client to provide reports to be built by LegalServer staff	7-10 Reports
Provide Responsibility/Accountability Matrix, including Organizational Representative with Final Authority	Included
Create a Google Group with all members of the Onboarding Team outlined in the Accountability Matrix provided by Client	Included
Lead kickoff call with Client	1 Hour
Provide a link to the onboarding portal with onboarding documentation and recording of all trainings to Client	
Lead three (3) Classroom Training Sessions, the life cycle of a case, essential features tour, and new admin training.	6 Hours
Month 2 concurrent with Site Set-Up: Lead small group trainings where Client may participate with other onboarding groups in trainings on administrative functions and tasks.	4 Hours
Month 2 concurrent with Site Set-Up: Lead regular Tuesday Training "Introduction to Building Reports" provided the first Tuesday of each month.	1 Hour

Phase 1 Client Acceptance: Demo site with all standard and selected additional modules is enabled. Google Group has been created and provided to Client project team, onboarding portal link has been provided to Client project team, each Client project team member has the necessary user and security settings and can access the Software, three classroom training sessions for Client project team by Contractor have been completed.

Phase 2: Site Set-Up: Deliverables and Phases

During the Site Set-Up Phase, an Onboarding Specialist will be assigned to start meeting one on one with Client. Client's LegalServer site administrators will meet weekly with the Onboarding Specialist.

These calls build on the Project Initiation Phase's Classroom Trainings to take a closer look at Client's specific data collection needs and user workflows. Client will come to each session having reviewed the model. Together, the Onboarding Specialists and Client's LegalServer Administrators will discuss relevant changes to each module, how the end user's experience should flow, and any tasks that need to be completed or automated as part of that module.

Together, the Client's LegalServer Site Administrators with the assistance of the LegalServer Onboarding Specialist will configure Client's Demo Site. These configurations will be copied from the Demo Site to the Live Site during GoLive in Task 2. Client will continue to meet with their LegalServer Onboarding Specialist for a month after GoLive to complete any refinements on the Live Site. After Task 3: Refinement, Client will have full access to ongoing support available to all live clients including access to their Demo Site.

These one-on-one sessions are supplemented by a series of small group build sessions offered in the first month of Site Set-Up, which are optional, and give the opportunity for additional exposure to the administrative functions of LegalServer.

Task 1: Discovery & Configuration

General Length of Stage: Extended: 6 Months + Additional Modules

Overview of the Stage: LegalServer and Client will begin one-on-one calls in Task 1. Staff members from Client who will be tasked with becoming LegalServer administrators will work directly with LegalServer staff to identify what configuration changes need to be made, and LegalServer will support Client's LegalServer administrators to make the necessary changes. While LegalServer onboarding staff will assist in some of the configuration requests, it is vital that Client's staff obtain a solid understanding of how LegalServer works during Task 1 so they will have the skills to configure and administer LegalServer at GoLive and in the future.

LegalServer Deliverable	Hours / Number (if applicable)
Provide a project plan outlining the core topics to be covered in regular weekly	calls. This

plan will change throughout the course of the project, depending on the needs that arise. Included

Lead call(s) on how LegalServer hangs together, user management, and future reports tools at the start of the Discovery & Configuration phase. 2 Hours

Lead call(s) discussing how to configure intakes and specific configuration needs. 3 Hours

Lead call(s) discussing how to configure case profiles and specific configuration needs. 2 Hours

Lead call(s) discussing how to configure actions on a case and specific 2 Hours

configuration needs.	
Lead call(s) discussing how to configure closing and outcomes and specific configuration needs.	3 Hours
Lead call to review building and editing reports and the reports built-in LegalServer	2 Hours
Lead call(s) discussing additional areas of interest and update the project plan accordingly.	1 Hour
Lead calls identified by the team on additional areas of interest	5 Hours
Lead GoLive planning meeting(s) to review the GoLive timeline and discuss training options.	2 Hours
Update configuration log with configuration intake requests- these requests will be split between LegalServer staff and Client	
Executes configuration changes as specified in a shared configuration log.	25 Hours
Build reports provided in the Future Reports and refine based on Client feedback.	4 Hours
Create GoLive Training schedule per contract	

Phase 2, Task 1 Client Acceptance: Project plan is reviewed and accepted by Client staff, Configuration has been completed and software is operating as expected. All reports are accessible and have been approved by Client staff. GoLive training for Client staff has been scheduled.

Optional Modules	Hourly Commitment
LS Contract Attorney Deliverable	
LS Single Sign On – O365 Deliverable	

Task 2: GoLive & Training

General Length of Stage: 7 Days

Overview of the Stage: During this Task, LegalServer will provide Client with a production site, provide any agreed-upon GoLive training, and work with the Client to ensure a smooth launch of their live LegalServer site.

LegalServer Deliverable	Hours / Number (if applicable)
Plan and communicate expected case management system downtime (cut-off date) to staff/stakeholders	
Create production LegalServer site	
Send production site URL and availability notification to Client	
Assistance with remaining issues and post-conversion cleanup questions	Included
Create a list of remaining issues (if any) for handling in the Refinement Task	
LegalServer GoLive Initial acceptance of LegalServer production site.	
LegalServer Team available for follow-up questions and dealing with post-GoLive Issues	
Lead Post-GoLive Question and Answer Session	1 Hour
Lead any GoLive training calls as scheduled in Discovery & Configuration	7 hours

Phase 2, Task 2 Client Acceptance: LegalServer production site has been provided to and is accessible by Client staff and is operating as expected. LegalServer has question and answer session for Client staff and resolved all questions and issues. GoLive training calls have been held with Client staff and any training questions have been answered.

Task 3: Refinement

General Length of Stage: 30 days after GoLive

Overview of the Stage: In this Task, LegalServer will help refine Client's Live Site, making sure that any issues not addressed during Discovery and Configuration are resolved, and that Client is transitioned to the regular support channels used by all live LegalServer sites.

LegalServer Deliverable	Hours / Number (if applicable)
Lead calls in the four weeks after GoLive to focus on any site refinements	Up to 4 Hours
Follow-up tasks completion from items discovered during GoLive & Training Phase	
Conduct or schedule any additional GoLive Training sessions	
Final acceptance of LegalServer Live Site and imported data	

Phase 2, Task 3 Client Acceptance: Four weeks of calls have been held with Client staff. All GoLive training for Client staff has been completed. LegalServer has completed all site refinements identified prior to GoLive as well as during Refinement Task.

Please note: Within 30 days of GoLive, all staff GoLive training hours must be scheduled. The dates of those training hours may be outside of that 30-day window, but there must be planned dates for all of the trainings. Any training hours not scheduled within 30 days after GoLive are considered forfeit.