

Snohomish County Department of Information Technology

**SOFTWARE as a SERVICE  
(SaaS) AGREEMENT  
BETWEEN SNOHOMISH  
COUNTY AND CERIUM  
NETWORKS, INC.**

Call Center Software

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## SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN SNOHOMISH COUNTY AND CERIUM NETWORKS, INC.

**THIS SaaS AGREEMENT** is made this 2nd day of May, 2024, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the “County”) and Cerium Networks, Inc., a Washington corporation (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 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 B.
- P. Hosted Services** means those services referenced in Exhibit B.
- 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 Exhibit B.
- 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. Performance Standards** means, collectively the warranties and performance standards set forth in Sections III and IX, and Exhibit C.
- W. 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;
- X. 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.
- Y. Scheduled Downtime** shall mean the total minutes in the reporting month represented by the Maintenance Window.
- Z. Scheduled Uptime** shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- AA. 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.
- BB. Service Level Credits** means compensation due from the Contractor to the County for failure to meet the Service Level Standards listed in Exhibit C.
- CC. Service Level Standards** means the service level standards set forth in Exhibit C.
- DD. 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.
- EE. 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;

**FF. 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;

**GG. System or Hosted Services Acceptance Plan** shall mean the System Acceptance plan set forth in Exhibit A.

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

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

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

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

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

**MM. 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 and implementation of a replacement call center software solution. 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. 23-076BC-S.

**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 Standards 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 describe the initial data storage provided and any storage related fees or limits on data storage in the Exhibit A.
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 must not be used at any point in time by more than 170 named users, providing that the County may add or remove named user licenses 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 five (5) 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 shall give the County at least ninety (90) Business Days' prior written notice of the application of a Critical Change to the Platform which includes:
  - A material change in the way the user interacts with the product, or
  - Backend product updates require action from Administrators, or
  - There are changes to Billing and usage in the Talkdesk Admin tabs (Invoices, Subscription, Usage), or
  - Product end-of-life, feature deprecations, upgrades, and/or migrations.

In addition, Contractor shall provide the County with a test version of the upgraded Platform at least thirty (30) Business Days' prior to the migration to the new version.

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 Standards 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.
8. The Service Term for services under Exhibit C shall coincide with the schedule set forth in Exhibit A, Table 2.

**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 Phase I (Milestone 6), and may be extended by the County for five additional two (2) year option terms 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.
- B.** The maximum term for this Agreement, consisting of the initial term and all additional term(s), is fifteen years from Acceptance unless extended by written agreement signed by all parties.

## 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 with rates mutually agreed upon by the parties prior to the commencement of services 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. Reserved**

## **VII. Price and Payment.**

- A.** The County shall pay the Contractor in accordance with Section 11 of Exhibit A.
- B.** Unless specifically stated in Exhibit A, 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, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit A. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit A.
- D. Dispute.** Should the County dispute any of the charges on its monthly 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 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, the County shall receive from the Contractor credits in the amounts set forth in Exhibit C. 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.
- 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. 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 than 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. Professional Liability Technical Errors & Omissions (Including Cyber Liability)** , in an amount not less than \$1,000,000 per claim and \$5,000,000 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.
- C. Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical 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 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 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.** 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.

#### **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. Reserved.**

#### **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 conditions 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. Reserved.**

**S. 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.

**T. Incorporation of Exhibits.**

Exhibits A, B, C, and D, referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

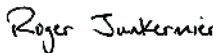
The Contractor was selected through the County's RFP identified in Section II. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of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

**U. 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. Contractor shall ensure performance of Talkdesk duties in Exhibits C and D. 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 A – Statement of Work
3. Exhibit B – Phase II Attachment A Technical Standards
4. Exhibit C – Talkdesk Service Level Agreement
5. Exhibit D – Talkdesk Terms of Use
6. Contractor's Response to RFP-23-076BC-S
7. RFP-23-076BC-S

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

<b>COUNTY OF SNOHOMISH:</b>	<b>CERIUM NETWORKS, INC.:</b>
	DocuSigned by:  5F50ACB9B3F94AA... By: Roger Junker Date: 5/2/2024
By: Snohomish County Executive Ken Klein Date	By: Roger Junker Title: President Date
Executive Director  <b>Approved as to Insurance and Indemnification provisions:</b> <b>Barker, Sheila</b> Digitally signed by Barker, Sheila Date: 2024.05.03 06:58:52 -07'00'	
Risk Management Date	
Approved only as to form:  <b>Wendling, Rebecca</b> Digitally signed by Wendling, Rebecca Date: 2024.05.02 09:19:51 -07'00'	

Approved by Snohomish County Council - 5/14/2024  
 ECAF 2024-0631 / Motion 24-210



## **EXHIBIT A**

### **Call Center Software Statement of Work**

**THIS** Statement of Work (“**SOW**”) is made part of and incorporated by this reference into the Software as a Service Agreement (the “**Agreement**”) entered into by and between Snohomish County (the “**County**”), and Cerium Networks, Inc. (the “**Contractor**”).

**NOW THEREFORE**, it is hereby understood and agreed that all work shall be pursuant to the provisions, terms and conditions of this SOW, the Agreement, and in accordance with the specifications set forth in this SOW and Exhibit B.

#### **1. DEFINITIONS**

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement. When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

##### **1.1 “Final Acceptance”**

This means the point when the County project team acknowledges that the Contractor has completed all required deliverables.

##### **1.2 “Support”**

This means technical, maintenance and support services available from Contractor for any products, Software, installation and work provided and/or performed by Contractor to County; accessible either: onsite in person, by telephone, remotely or online via the internet.

#### **2. WORK**

##### **2.1 *Scope of Work.***

The Contractor is an authorized reseller of the Talkdesk cloud call center Software, subject to the terms and conditions contained within Exhibit C (Talkdesk Terms of Use) except as otherwise required by chapter 42.56 RCW and Section VIII of the Agreement and, shall guide the County project team through implementation of the Software.

##### **2.2 *Contractor Requirements***

The Contractor shall:

(a) Provide Talkdesk Software to County that complies with the Specifications and Exhibit B – Phase II Attachment A Technical Standards including:

- a. Ability to delegate administrative tasks - role-based permissions
- b. Ability to use routing and priority based on the time of day, roll over to message, voicemail and/or call forwarding when queue is closed/unavailable

- c. Ability to record inbound calls, perform call monitoring along with call whisper and call barge functionality for training/coaching
  - d. Ability to see who is logged into a queue(s) in real-time
  - e. Ability for agents to participate in more than one queue
  - f. Compatibility with Microsoft Teams
  - g. Configurable chat retention period
  - h. Configurable thresholds and automated notifications to agents/supervisors
  - i. Ability to configure (by queue) one or more messages to be played to waiting callers
  - j. Ability to configure when and how often callers are offered to leave a voicemail
  - k. Control panel for monitoring queues
  - l. Integration with Active Directory/ADFS
  - m. Integration with Microsoft Office 365 (Outlook, etc.)
  - n. Skill-based routing of calls and chat to agents (with ability to assign multiple skills per agent)
  - o. Ability to support fully featured virtual contact center
  - p. Ability to support multiple queues with separate configuration and reporting
  - q. Ability to support round robin call routing
  - r. Web-based, real-time dashboard
  - s. Comprehensive contact center analytics, including:
    - i. Wait time – averages by various time periods/intervals
    - ii. Number of callers in queue
    - iii. Call volume – total, average, week/day, time of day, busy times
    - iv. Agent performance – calls answered, total call time, volume by week/day/hour
    - v. Time to answer
    - vi. Time of day
    - vii. Abandoned calls
    - viii. Queue stats
    - ix. Call stats – length of time
  - t. Ability to communicate projected wait times and place (#) in the queue to waiting callers
  - u. Ability to sign in/out of queues individually
  - v. Views for Agents/Supervisors to manually or automatically review status of queue members
  - w. Disposition - searchable for reporting and investigation
- (b) Develop and submit the Project Work Plan for approval by County project team.
- (c) Schedule and conduct project kick-off with County project team.
- (d) Manage Work Plan activities including discovery, configuration, testing, network testing, and training.
- (e) Provide best practices and recommendations for County process improvements within the system during implementation.

- (f) Provide the ability for authorized County users to maintain the system through updating configuration items in a manner that is readily accomplished without County IT or Contractor assistance.
- (g) Guide County project team through the entire implementation of the system.
- (h) Monitor and report project activities, including recurrent status reports and regular check-ins with the County project team.
- (i) Consult on system validation and testing.
- (j) Consult on deployment.
- (k) Provide ongoing, dedicated Support after Go-live for a period of 90 days without Critical Defect.

## **2.3 Contractor Deliverables**

### **PHASE 1**

#### **Milestone 1: Kickoff and Discovery**

##### *Activities:*

- Engagement commencement
- Team launch
- Discovery

*County Acceptance:* Kick-off meeting with Contractor and County project teams has been completed, Project Work Plan has been approved by County project team, Contractor has completed the discovery process, County project team has approved the meeting schedule.

##### *Contractor Deliverables:* Contractor shall:

- a. Provide an assigned Project Manager.
- b. Coordinate, schedule, and provide an agenda for a project kick-off meeting with Project Manager (PM), and County project team
- c. Oversee development of the Project Work Plan and submittal to County project team for approval
- d. Provide a proposed meeting schedule to County team for approval
- e. Conduct discovery of County's current call center state including but not limited to:
  - i. Requirements
  - ii. User stories
  - iii. Business rules
  - iv. Business continuity
  - v. Imperatives
  - vi. Reporting
  - vii. Determining whether direct inward dial numbers (DID) are needed

#### **Milestone 2: Configuration, Testing and Deployment to IT**

##### *Activities:* Contractor shall:

Snohomish County SaaS with Cerium Networks, Inc.

- Install test environment in County
- Configure software including but not limited to:
  - Talkdesk setup
  - Studio flows
  - Greetings
  - Routing
  - Porting prep
- Perform advanced configuration including but not limited to:
  - Integrations
  - Automations
  - Workflows
  - Network set-up
  - Business continuity blueprint
- Guide County project team through testing procedures including but not limited to:
  - User acceptance
  - Quality assurance
  - Fine-tuned configuration
  - Business continuity
- Guide County project team through network testing procedures including but not limited to:
  - Quality of Service (QoS)
  - Firewall configuration
  - Network equipment evaluation
- Provide training to IT administrators including but not limited to:
  - Academy: online training modules designed to develop user skills through tips, techniques and prescriptive training with the Talkdesk CX cloud. <https://academy.talkdesk.com/trainings>
  - Super-user Training: instructor-led “live” training class targeted to Talkdesk solution administrators on how to administer and manage the solution
  - Virtual classroom training: instructor led “live” training class tailored to end users to address their specific needs
  - User adoption: final step in training phase to ensure training has been delivered on topics the County needs to successfully use the solution. Typical format for this session is discussion format, instructor led.
- Guide County project team through pilot group testing, including user acceptance testing (IT)
- Deploy production environment to IT including but not limited to:
  - Command center stand-up and Support
  - Go-live
  - Virtual walk-the-floor Supporting agents: Contractor provides real time help with any issues an agent has as they begin using Talkdesk
  - Executive updated (2x daily): Contractor emails communication highlighting milestone progress, issue identification and issue remediation to County

*County Acceptance:* County project team has access to the test environment and production Software, configuration is completed and functioning appropriately, IT administrators have been trained sufficiently, all testing has been completed, production environment has been successfully deployed to IT, Go-live is successful and post-Go-live Support is complete.

*Contractor Deliverables:*

- a. Provide access to Talkdesk Software and test environment to the County project team
- b. Install and configure the Software in accordance with this SOW and Exhibit B
- c. Guide County project team through testing and network testing activities
- d. Provide all training listed in Milestone 2 to IT
- e. Full deployment of production environment to IT
- f. Provide Go-live Support to IT

**Milestone 3: Planning and Development Services (PDS) Training and Deployment**

*Activities:* Contractor shall:

- Provide training for staff in PDS including but not limited to:
  - Academy
  - Super-user training
  - Virtual classroom training
  - User adoption
- Deploy Software to PDS including but not limited to:
  - Command center stand-up
  - Go-live
  - Virtual walk the floor Supporting agents: Contractor provides real time help with any issues an agent has as they begin using Talkdesk
  - Executive updates 2x daily: Contractor emails communication highlighting milestone progress, issue identification and issue remediation to County

*County Acceptance:* PDS staff have access to the Software, PDS staff have been trained sufficiently, Software has been successfully deployed to PDS, PDS Go-live is successful and post-Go-live Support to PDS is complete.

*Contractor Deliverables:*

- a. Provide access to Talkdesk Software to PDS
- b. Provide all training to PDS staff
- c. Deploy Software to PDS
- d. Provide Go-live Support to PDS

**Milestone 4: Assessor and Treasurer Offices Training and Deployment**

*Activities:* Contractor shall:

- Provide training for staff in Assessor's and Treasurer's Offices
  - Academy

- Superuser training
- Virtual classroom training
- User adoption
- Deploy Software to Assessor's and Treasurer's Office
  - Command center stand-up
  - Go-live
  - Virtual walk the floor Supporting agents: Contractor provides real time help with any issues an agent has as they begin using Talkdesk
  - Executive updates 2x daily: Contractor emails communication highlighting milestone progress, issue identification and issue remediation to County

*County Acceptance:* Assessor's and Treasurer's Offices' staff have access to the Software, Assessor's and Treasurer's Offices' staff have been trained sufficiently, Software has been successfully deployed to Assessor's and Treasurer's Offices', Assessor's and Treasurer's Offices' Go-live is successful and post-Go-live Support to Assessor's and Treasurer's Offices' is complete.

*Contractor Deliverables:*

- a. Provide access to Talkdesk Software to Assessor's and Treasurer's Offices
- b. Provide all training to Assessor's and Treasurer's Offices' staff
- c. Deploy Software to Assessor's and Treasurer's Offices'
- d. Provide Go-live Support to Assessor's and Treasurer's Offices'

### **Milestone 5: Clerk's Office Training and Deployment**

*Activities:* Contractor shall:

- Provide training for staff in Clerk's Office
  - Academy
  - Superuser training
  - Virtual classroom training
  - User adoption
- Deploy Software to Clerk's Office
  - Command center stand-up
  - Go-live
  - Virtual walk the floor Supporting agents: Contractor provides real time help with any issues an agent has as they begin using Talkdesk
  - Executive updates 2x daily: Contractor emails communication highlighting milestone progress, issue identification and issue remediation to County

*County Acceptance:* Clerk's Office staff have access to the Software, Clerk's Office staff have been trained sufficiently, Software has been successfully deployed to Clerk's Office, Clerk's Office Go-live is successful and post-Go-live Support to Clerk's Office is complete.

*Contractor Deliverables:*

- a. Provide access to Talkdesk Software to Clerk's Office
- b. Provide all training to Clerk's Office staff
- c. Deploy Software to Clerk's Office
- d. Provide Go-live Support to Clerk's Office

### **Milestone 6: Phase 1 Acceptance**

*Activities:* Contractor shall:

- a. Provide post-Go-Live Support to IT, PDS, Assessor's Office, Treasurer's Office, and Clerk's Office
- b. Transfer day-to-day Software maintenance to County project team
- c. Introduce methods to County project team for accessing Support services for Talkdesk

*County Acceptance:* The Software is functioning as expected and any issues have been diagnosed and addressed. Software maintenance has been transferred to County. County staff understand how to access Talkdesk Support services.

*Contractor Deliverables:* Guidance to County staff regarding monitoring and documenting issues that may arise, assist County staff to diagnose and resolve issues, conduct calls as needed with County project team, transfer routine Software maintenance to County, advise County on accessing Talkdesk Support services.

## **PHASE 2**

### **Milestone 7: Additional Services**

*Activities:* Contractor shall:

- (a) Provide the following additional functionality for Talkdesk Software to County that complies with the Specifications and Exhibit B – Phase II Attachment A Technical Standards including:
  - i. Training for staff in Auditor's Office
    - a. Academy
    - b. Superuser training
    - c. Virtual classroom training
    - d. User adoption
  - ii. Deployment of Software to Auditor's Office
    - a. Command center stand-up
    - b. Go-live
    - c. Virtual walk the floor Supporting agents
    - d. Executive updates 2x daily
  - iii. Post Go-live support for the Auditor's Office
  - iii. Multiple intake channels
  - iv. For internal callers, present select Active Directory information about the caller to agents
  - v. Scheduled Meetings - Delay opening due to meetings, inform the caller of delay

- vi. Callback options for callers waiting in queue
- vii. Chat feature for agents/supervisors
- viii. Integration with Microsoft Dynamics CRM
- ix. Public-facing web chat client that is compatible with CivicPlus website and chatbot
- x. Support in the use of phone trees

*County Acceptance:* Auditor's Office staff understand how to access Talkdesk Support services. Multiple intake channels are operating successfully. Internal callers receive Active Directory information about the callers. Callers are informed of delays. Callback options are offered to callers in queue. Agents/Supervisors have the chat feature. System is integrated with Microsoft Dynamics CRM. Public-facing web chat client is compatible with CivicPlus website and chatbot. Support of phone trees is complete.

*Contractor Deliverables:*

- a. Provide access to Talkdesk Software to Clerk's Office
- b. Provide all training to Clerk's Office staff
- c. Deploy Software to Clerk's Office
- d. Provide Go-live Support to Clerk's Office
- e. All additional functionality and options listed in Milestone 7

**PHASE 3 Additional Functionality**

**Milestone 8: Additional Functionality**

*Activities:* The Contractor shall:

- a. Provide the following additional functionality for Talkdesk Software to County that complies with the Specifications and Exhibit B – Phase II Attachment A Technical Standards including:
  - i. Integration with Dialog Tech, EasyVista ITSM
  - ii. Integration with social media platforms
  - iii. Microsoft Teams chat functionality/interoperability
  - iv. Detection of customer's tone and notification for operator that customer is upset
- b. Ability to record outbound calls
- c. Chatbot capability to provide predefined responses (including links to websites) for common questions
- d. Transcription of phone messages
- e. Translation service – chat and/or voice

Additional costs to County for integration services may apply if Contractor performs any services described in this section.

*County Acceptance:* Additional functionality is operating successfully, outbound calls are recorded, chatbot capability is functioning properly, phone messages are transcribed, translation service is successful.

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*Contractor Deliverables:* All additional functionality and options listed in Milestone 8.

### **3. CONTRACTOR'S RESPONSIBILITIES**

#### ***3.1 Contractor to provide:***

- (a) A primary point of contact to act as Project Manager (“CPM”) and work with Snohomish County’s Project Manager (“SCPM”), or other designated representative.
- (b) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County’s approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County’s right to do so does not implicate County as party to Contractor’s obligations in this SOW.
- (c) Project Work Plan for approval by County project team.
- (d) A proposed meeting schedule for approval by County project team.
- (e) Login credentials, configurations settings review, security permissions configuration review.
- (f) Weekly and/or monthly status reports as required by SCPM.
- (g) Test environment.
- (h) Production environment.

#### ***3.2 Contractor Task and Responsibilities:***

- (a) Develop Project Work Plan, which includes all tasks required by the County for configuration, security, network connectivity, interface development, data conversion, training, and operations and maintenance.
- (b) Ensure adherence to the project scope, schedule, and budget.
- (c) Manage risk, including notifications to the County’s Project Manager within 24 hours – via email or phone – when the project scope, schedule or budget may be impacted, as well as providing mitigation plans.
- (d) Planning and management of work activities including but not limited to:
  - Installation of test environment and production environment
  - system configuration
  - testing and quality assurance
  - administrator and end-user training
  - Go-live Support
- (e) Track project issues using mutually agreed upon tracking system (e.g., SharePoint, Excel, etc.)
- (f) Provide written status reports, which include schedule updates, all reported issues and their statuses, weekly via email.
- (g) Be available for status calls as requested by County.
- (h) Provide advice to administrative users regarding navigation of the Platform and administrative settings in accordance with best practices.

- (i) Identify and mitigate any risk to deliverables and timeline through discussion and agreement with the County.
- (j) Consult with the County on how to conduct end-to-end testing, advise on adjusting any configuration settings needed.
- (k) Address any remaining questions, concerns or additional issues.
- (l) Track and cure any reported defects during the 90-day post Go-Live period. This task shall be complete after 90 consecutive days of post Go-Live operation without any new Critical Defects.
- (m) All additional tasks required to achieve the results specified herein.

#### **4. COUNTY'S RESPONSIBILITIES**

##### ***4.1 Complete obligations***

A complete list of County's obligations under this SOW is set forth below. All other work, resources, personnel, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

##### ***4.2 County to Provide:***

- (a) Single point of contact from County to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or other designated representative.
- (b) Designated technical resource point of contact.

##### ***4.3 County Tasks and Responsibilities:***

- (a) Review and provide formal written approval of the Project Work Plan.
- (b) System testing with guidance from Contractor.
- (c) Review and provide formal written approval of work performed under milestones.
- (d) Provide formal written Final Acceptance.
- (e) Ensure County staff are working side-by-side with Cerium/Talkdesk staff.

#### **5. ACCEPTANCE TESTING**

- (a) Within 10 business 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) business days of continuous operation of the System without 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 shall 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) business days of continuous operation of the System without 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 shall 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.

## **6. PROJECT MANAGEMENT**

Snohomish County project management best practices shall be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor shall negotiate the acceptance level of project management oversight at the Kickoff Meeting.

## **7. PROJECT COMPLETION CRITERIA**

The full Talkdesk solution supplied by the Contractor (including all hardware, software, custom configurations, training, and Support agreements) has been installed or delivered to the County and is fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through testing (at the discretion of the County). Upon completion of each milestone, Contractor shall submit a Milestone Acceptance Form – in the form of Attachment 1 to the County for review and approval.

## **8. HOSTED DATA STORAGE**

Storage is free of charge and without imposed maximum storage restrictions.

By default, Cerium shall not enable recordings for the County.

If County adds enabling of recordings later, the following provisions will apply:

Recordings are stored in a Talkdesk Secure S3 Bucket by Amazon Web Services (AWS), but a customer can choose a data storage provider of their choice. Recordings can be downloaded from the Talkdesk platform at any time. Talkdesk offers both standard and longer term storage options for screen recordings and synchronized audio to meet compliance, quality and training goals. Authorized users (administrators) may choose to keep call recordings indefinitely, or

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configure Talkdesk to automatically delete recordings after a predetermined amount of time (one, three, six, 12, 18, 24, 30, or 36 months). Call recordings can be downloaded from the system or can be sent to a customer's Amazon S3 bucket. By default, accounts are set to delete recordings after six months. Screen recording files are stored for 30 days by default. However, an administrator can determine the number of days to store these files.

Screen Recording Storage is billed based on usage per at \$.12 per GB per month. Talkdesk Explore historical reporting data and report files are stored for up to 13 months by default. Administrators may opt to set a policy by a number of days to purge the data sooner than the default, or export data via the Talkdesk Explore API if more historical data is needed.

## **9. ROLLING ESTOPPEL**

County assumes responsibility for providing the resources as indicated in this SOW. County shall be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

## **10. TIMELINE**

Time is of the essence. Contractor is required to meet all milestone deadlines specified in this SOW.

<b>Date</b>	<b>Milestone</b>	<b>Milestone Title</b>
<b>TBD</b>	1	Kickoff and Discovery
<b>8/12/2024</b>	2	Configuration, Testing, and Deployment to IT
<b>8/19/2024</b>	3	PDS Department Training and Deployment
<b>8/26/2024</b>	4	Assessor's Office and Treasurer's Office Training and Deployment
<b>9/2/2024</b>	5	Clerk's Office Training and Deployment
<b>11/2/2024</b>	6	Phase 1 Acceptance
<b>2/1/2025</b>	7	Phase 2 Acceptance
<b>TBD</b>	8	Phase 3 Acceptance

## 11. FEES

Billings shall be initiated upon signature approval of Acceptance (“Acceptance Date”) from an authorized representative from Snohomish County for each milestone and submission of a signed Milestone Acceptance Form (Attachment 1).

Contractor shall be paid for the work Accepted by County as specified in the tables below (amount shown is before applicable tax is added):

**TABLE 1 – Fixed Implementation Fees**

Item	Item Description	Cost per Item
Milestone 1: Kickoff and Discovery	Invoice Net 30 days from Milestone 1 Acceptance Date	\$5,000.00
Milestone 2:	Invoice Net 30 days from Milestone 2 Acceptance Date	\$10,000.00
<ul style="list-style-type: none"> <li>• Configuration, Testing, and Deployment to IT</li> <li>• Test Environment Installation</li> </ul>		\$17,500.00
Milestone 3: PDS Department Training and Deployment	Invoice Net 30 days from Milestone 3 Acceptance Date	\$3,000.00
Milestone 4: Assessor and Treasurer’s Offices Training and Deployment	Invoice Net 30 days from Milestone 4 Acceptance Date	\$3,000.00
Milestone 5: Clerk’s Office Training and Deployment	Invoice Net 30 days from Milestone 5 Acceptance Date	\$3,000.00
Milestone 6: Phase 1 Acceptance	Invoice Net 30 days from Milestone 6 Acceptance Date	\$3,267.23
Milestone 7: Phase 2	Invoice Net 30 days from Milestone 7 Acceptance Date	\$6,000.00
Milestone 8: Phase 3	Invoice Net 30 days from Milestone 8 Acceptance Date	\$5,000.00
<b>Total</b>		<b>\$55,767.23</b>

**TABLE 2 – Annual Fees**

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual License Fee	\$160,466.40	\$160,466.40	\$160,466.40	\$160,466.40	\$160,466.40
Annual Maintenance & Support	\$4,356.00	\$4,356.00	\$4,356.00	\$4,356.00	\$4,356.00
<b>Total</b>	<b>\$164,822.40</b>	<b>\$164,822.40</b>	<b>\$164,822.40</b>	<b>\$164,822.40</b>	<b>\$164,822.40</b>

Annual fee for year 1 is due Net 30 days from Phase 1 (Milestone 6) Acceptance date. Annual fee for years 2 through 5 is due Net 30 days from annual anniversary of Phase 1 (Milestone 6) Acceptance Date

**TABLE 3 – Additional Services or Required Items**

Item	Item Description	Cost per Item
Talkdesk Usage Rate: Screen Recording	Invoiced monthly as services are rendered	\$0.12 per GB \$2,468.00 annual estimate

Talkdesk Usage Rate: Virtual Agent Digital	Invoiced monthly as services are rendered	\$0.025 per Session \$3,000.00 annual estimate
Talkdesk Usage Rate: Virtual Agent Voice	Invoiced monthly as services are rendered	\$0.07 per Minute \$27,000.00 annual estimate
Screen Recording Storage is based on usage	Invoiced monthly as services are rendered	\$.12 per GB per month \$16,000.00 annual estimate
<b>Maximum for the initial five-year term not to exceed</b>		\$250,000.00
<i>Un-Used Fees in Table 3 May be Utilized for Costs Shown in Table 4</i>		

**TABLE 4 – Ad Hoc Professional Services Billable in Increments**

<b>Item</b>	<b>Item Description</b>	<b>Cost per Item</b>
Ad Hoc Professional Services Assistance per Approved Work Order Request	Invoiced monthly as services are rendered	\$200.00 per hour
<b>Maximum for the initial five-year term not to exceed</b>		\$350,000.00
<i>Un-Used Fees in Table 4 May be Utilized for Costs Shown in Table 3</i>		

In the event additional hourly professional services are needed, County shall provide a written work order request for services to Contractor, who shall provide an estimate of hours needed and the cost to accomplish the additional work. Upon receipt of County purchase order, Contractor shall be authorized to provide additional work as agreed.

**12. PROJECT TEAMS**

<b>County Project Manager (“SCPM”)</b>		<b>Contractor Project Manager (“CPM”)</b>	
<b>Name:</b>	Lisa Hillman, Deputy Director	<b>Name:</b>	Jessica Colmenares, PMO Director
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	1636 W First Avenue Spokane, WA 99201
<b>Phone:</b>	(425) 388-3022	<b>Phone:</b>	(425) 686-3221
<b>Email:</b>	<a href="mailto:Lisa.hillman@snoco.org">Lisa.hillman@snoco.org</a>	<b>Email:</b>	<a href="mailto:jcolmenares@ceriumnetworks.com">jcolmenares@ceriumnetworks.com</a>
<b>County Project Sponsor (“SCPS”)</b>		<b>Contractor Project Manager (“CPM”)</b>	
<b>Name:</b>	Fred Hartmann, Division Manager	<b>Name:</b>	Jamie Harris, Director Technical Response
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	1636 W First Avenue Spokane, WA 99201
<b>Phone:</b>	(425) 388-3998	<b>Phone:</b>	(509) 536-8630
<b>Email:</b>	<a href="mailto:Fred.hartmann@snoco.org">Fred.hartmann@snoco.org</a>	<b>Email:</b>	<a href="mailto:jharris@ceriumnetworks.com">jharris@ceriumnetworks.com</a>
<b>County Subject Matter Expert (“SCSME”)</b>		<b>Contractor Project Manager (“CPM”)</b>	
<b>Name:</b>	J.D. Braathen, Systems Supervisor	<b>Name:</b>	Sidney Ballard
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	1636 W First Avenue, Spokane, WA 99201
<b>Phone:</b>	(425) 388-7171	<b>Phone:</b>	(425) 492-8691
<b>Email:</b>	<a href="mailto:JD.braathen@snoco.org">JD.braathen@snoco.org</a>	<b>Email:</b>	<a href="mailto:sballard@ceriumnetworks.com">sballard@ceriumnetworks.com</a>

<b>County Subject Matter Expert (“SCSME”)</b>		<b>Contractor Project Manager (“CPM”)</b>	
<b>Name:</b>	John Juker, IT Project Architect	<b>Name:</b>	Michael McCabe, Solution Architect
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	1636 W. First Avenue Spokane, WA 99201
<b>Phone:</b>	(425) 262-2203	<b>Phone:</b>	(509) 344-5853
<b>Email:</b>	<a href="mailto:John.juker@snoco.org">John.juker@snoco.org</a>	<b>Email:</b>	<a href="mailto:mmcabe@ceriumnetworks.com">mmcabe@ceriumnetworks.com</a>
<b>County Subject Matter Expert (“SCSME”)</b>		<b>Contractor Project Manager (“CPM”)</b>	
<b>Name:</b>	Evan Perez, Systems Engineer 5	<b>Name:</b>	Azamat Rustamov, Systems Engineer
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201	<b>Address:</b>	1636 W First Avenue Spokane, WA 99201
<b>Phone:</b>	(425) 388-3277	<b>Phone:</b>	(206) 826-7558
<b>Email:</b>	<a href="mailto:Evan.perez@snoco.org">Evan.perez@snoco.org</a>	<b>Email:</b>	<a href="mailto:arustamov@ceriumnetworks.com">arustamov@ceriumnetworks.com</a>
<b>County Subject Matter Expert (“SCSME”)</b>			
<b>Name:</b>	Matt Miranda, Network Engineer 4		
<b>Address:</b>	Information Technology 3000 Rockefeller Ave Everett, WA 98201		
<b>Phone:</b>	(425) 388-7032		
<b>Email:</b>	<a href="mailto:Matthew.miranda@snoco.org">Matthew.miranda@snoco.org</a>		

**ESCALATION PATH:****Snohomish County:**

Lisa Hillman, Deputy Director, (425) 388-3022, [Lisa.hillman@snoco.org](mailto:Lisa.hillman@snoco.org)

**Cerium Networks, Inc.:**

Roger Junkermier, President (509) 536-8656, [Rjunkermier@ceriumnetworks.com](mailto:Rjunkermier@ceriumnetworks.com)

**13. SECURITY REQUIREMENTS**

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County shall create a Contractor access account, as needed. Server access shall be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is Supported by the County.

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.

**14. DATA RIGHTS**

**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.

**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.

## **15. 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:

Name  
Phone  
Email

County Contact for Certificate Coordination:

Todd Ryden  
425.388.3867  
[ADFS-support@co.snohomish.wa.us](mailto:ADFS-support@co.snohomish.wa.us) (preferred)

## **16. SITES AND LOCATIONS**

All implementation work shall be conducted remotely.

Snohomish County SaaS with Cerium Networks, Inc.



**17. ATTACHMENT(S)**

Attachment 1 – Milestone Acceptance Form

## ***Exhibit B - Snohomish County Technical Standard Questions***

### ***RFP-23-076BC-S***

#### **Common Criteria**

These criteria apply to both On-Premise and Vendor Hosted (SaaS) solutions being proposed.

For each Common Criteria requirement below, please respond by entering the appropriate codes (described below) in the Response Code fields. In addition to providing a code, vendor must provide a separate narrative explanation in the Vendor Response fields.

When any proposed solution does not Comply (“C”) with county technical standards, vendor must provide the following:

- specific details describing how the solution deviates,
- steps that must be taken for the solution to work in the county system, and
- any costs associated with the deviation from standard/steps to be taken.

Vendor must also provide cost information in the cost section of the proposal.

**Full, direct, and substantive responses that explain how the solution would perform the function are required. Non-specific responses or omitted information may be considered non-responsive. Any question where the Vendor Response section is left blank will receive a zero score, regardless of the response code given.**

#### **Response Codes**

**“C” Comply** – The proposed system will fully meet the requirement. It is a standard feature or function in the base application of the software. Vendor shall explain how the proposed solution fully meets the requirement.

**“D” Does not comply** – The proposed solution does not comply with this requirement; the software/ system will not meet this requirement in its entirety. Vendor shall explain if and how the proposed solution may meet the requirement. Be sure to use this code if the question is not applicable and state “not applicable” in the vendor response section.

**“WC” With Conditions** – The following are applicable for this response code:

- The solution can meet this requirement by providing a unit of software or a software module that is separate from the base application. This required unit of software or module **must** be included and clearly identified in the Vendor’s Cost Proposal.
- The requirement can be met by altering the proposed software to meet the requirements and specifications. Costs for customizing software **must** be included and clearly identified in Vendor’s Cost Proposal. Vendor must also commit to completion of customization as part of the initial installation / implementation.
- The requirement can be met by purchase of additional hardware (such as servers) to meet the requirements and specifications. Cost for additional hardware **must** be included and clearly identified in the Vendor’s Cost Proposal.

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Common Criteria	Response Code
2.2	The proposed solution is compatible with all standard County desktop hardware configurations.	C
<i>Vendor Response:</i> Yes. Talkdesk is compatible with all standard County desktop hardware configurations		
2.3	The proposed solution is compatible with all standard County laptop configurations.	C
<i>Vendor Response:</i> Yes. Talkdesk is compatible with all standard County laptop configurations		
2.4	The proposed solution is compatible with all standard County PC software.	C
<i>Vendor Response:</i> Yes. Talkdesk is compatible with all standard County PC software		
2.6	The proposed solution is compatible with smart phone devices. In the Vendor Response field, specify the smart phone operating systems (iOS, Android, etc.) and versions for which the proposed solution is compatible.	C
<i>Vendor Response:</i> Yes. Talkdesk is compatible with smart phone devices running iOS and Android.		
2.7	The proposed solution is compatible with or will not have any performance limitations as a result of County security configurations. Please explain all incompatibilities, noting item number and specific incompatibility and/or performance impacts.	C
<i>Vendor Response:</i> Yes. Talkdesk is certified with (not an exhaustive list): ISO27001 - (ISMS - Information Security Management System) ISO27701 - (PIMS - Privacy Information Management System) ISO22301 - (BCMS - Business Continuity Management System) • ISO27017 - (Security techniques — Code of practice for information security controls based on ISO/IEC 27002 for cloud services) • ISO27018 - (Information technology — Security techniques — Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors) APEC CBPR - Crossboard Privacy Rules - for Controllers APEC PRP - Privacy Recognition for Processors PCI-DSS Level 1 SOC 2 / SOC3CSA Star level 1 from Cloud Security Alliance Cyber Essential provided by the UK Cyber Security Center Our company is also compliant with General Data Protection Regulation (GDPR), HIPAA and CCPA. Talkdesk is currently in the the early stages of HITRUST certification.		
2.9	The proposed solution will run through a remote desktop (RDP) connection/session.	C
<i>Vendor Response:</i> Yes. If users do need to use a VPN/remote desktop, split tunneling must be configured in order to ensure that traffic from Workspace is routed directly to the internet instead of through the VPN. Talkdesk recommends the following options to utilize the Agent Workspace alongside a VDI/remote desktop environment.		
2.9.1	If the application expects or relies on remote access email, calendar, documents, etc., will the application perform as expected using Office 365?	C
<i>Vendor Response:</i> Yes. Talkdesk uses the oAuth2 protocol to connect to your email server. Talkdesk also supports IMAP and SMTP. We can use your company domain and send emails		

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Common Criteria	Response Code
on your behalf. This also allows users to manage emails and storage on your own email system. Email security and flows will be transacted on the client's exchange server whether OnPrem (accessible online) or Cloud services.		
2.10	The proposed solution is fully-functional when utilized over a wireless (Wi-Fi) connection.	C
<i>Vendor Response:</i> Yes, Talkdesk is fully functional when utilized over W-Fi.		
2.11	The proposed solution is fully-functional when utilized over VPN (specifically NetMotion).	C
<i>Vendor Response:</i> Yes, Talkdesk is fully-functional when utilized over VPN.		
2.16	<p>If applicable, the proposed solution is capable of exchanging data with other Snohomish County application via automated processes.</p> <p>Explain how the proposed solution will source and/or consume data from a county application, the requirements for county applications to participate in data exchange, and identify any deviations from a RESTful exchange system and the associated mechanisms.</p>	C
<p><i>Vendor Response:</i> Yes. Connecting the Talkdesk contact center platform to other business applications can simplify business processes and provide the County with a significant competitive advantage. Talkdesk offers over 60 out-of-the-box integrations and more than 80 AppConnect partners to help customers enhance their call center capabilities, including: CRM platforms (e.g., Salesforce, Microsoft Dynamics, etc.). Synchronize contacts - Make intelligent routing decisions - Display relevant information and/or live recommendations to agents - Log interactions and data automatically - Use data to trigger actions/create objects and/or events - Ticketing systems over e-commerce platforms (e.g., Zendesk, ServiceNow, etc.) - Communication tools (e.g., Slack, Microsoft Teams, etc.) - Business intelligence tools (e.g., Microsoft Power BI, Tableau, Looker, etc.) - Single sign-on (SSO)/identity management (SAML-based) Please refer to the following link for a list of our most popular integrations: <a href="https://www.talkdesk.com/integrations">https://www.talkdesk.com/integrations</a>. Custom Integrations Talkdesk Connections™ can be leveraged to quickly build integrations for any applications in Snohomish County's environment that do not currently have an out-of-the-box Talkdesk integration. Talkdesk Connections allows the Talkdesk platform to interact with and leverage data contained in any third-party system through custom actions, data pushes, and data dips to and from third-party APIs. Connections complements the Talkdesk experience with the possibility of sending call-related information to the same third-party systems. Connections also enables authorized users (administrators) to quickly and autonomously add custom actions through a simple, no-code interface. This allows for more flexibility, control, and faster implementation of custom scenarios. We can also leverage our open APIs to integrate and build a custom solution as needed. Talkdesk is an open and integration-rich platform with a wide set of APIs for custom development. Please refer to the following link for further details: <a href="https://docs.talkdesk.com/">https://docs.talkdesk.com/</a>. Talkdesk APIs: Are based on RESTful principles. Are secured by OAuth 2.0 (<a href="https://docs.talkdesk.com/docs/authentication">https://docs.talkdesk.com/docs/authentication</a>). Provide JSON messages, search, pagination, sorting, and filtering. Use predictable, resource-</p>		

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Common Criteria	Response Code
oriented URLs, and built-in capabilities for passing parameters and authentication. Respond with standard HTTP response codes to show errors.		
2.17	<p>If applicable, the proposed solution is compatible with OneSpan's digital signature solution.</p> <p>If proposed solution is dependent on digital signature workflows for processing, explain the mechanism used to ensure workflow items are not frozen or orphaned when a named user or users become unavailable.</p>	D
<i>Vendor Response:</i> Not applicable.		
2.18	<p>If applicable, the proposed solution meets all County records management requirements.</p> <p>Explain how the solution meets or does not meet all of the requirements listed in the technical standard document.</p>	C
<p><i>Vendor Response:</i> Yes. Data Retention and StorageTalkdesk offers both standard and longer term storage options for screen recordings, synchronize audio, and screen recording to meet compliance, quality and training goals. Authorized users (administrators) may choose to retain call recordings indefinitely, or configure Talkdesk to automatically delete them after a predetermined amount of time (one, three, six, 12, 18, 24, 30, or 36 months). Call recordings can be downloaded from the system or can be sent to a customer's Amazon S3 bucket. By default, accounts are set to delete recordings after six months. Screen recording files are stored for 30 days by default. However, an administrator can determine the number of days to store these files. Storage is billed based on usage per GB per month. Talkdesk Explore historical reporting data and report files are stored for up to 13 months by default. Administrators may opt to set a policy by number of days to purge the data sooner than the default, or export data via the Talkdesk Explore API if more historical data is needed. The customer data stored within Talkdesk is considered to be the Snohomis County's property, and they can use our tools to export their data at any time. Should the relationship be terminated by either party, the County will have 30 days to retrieve their data. 30 days after the end of the contract, Talkdesk deletes customer data in accordance with its standard schedule and procedures.</p>		
2.19	<p>If applicable, the proposed solution meets all County security requirements.</p> <p>Explain how the solution meets or does not meet all the requirements listed in the technical standard document.</p>	C
<p><i>Vendor Response:</i> Yes. Talkdesk will furnish our security documentation upon signature of an NDA.</p> <p>Talkdesk is certified with (not an exhaustive list):</p> <ul style="list-style-type: none"> <li>• ISO27001 - (ISMS - Information Security Management System)</li> <li>• ISO27701 - (PIMS - Privacy Information Management System)</li> <li>• ISO22301 - (BCMS - Business Continuity Management System)</li> <li>• ISO27017 - (Security techniques — Code of practice for information security controls based on ISO/IEC 27002 for cloud services)</li> <li>• ISO27018 - (Information technology — Security techniques — Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors)</li> </ul>		

***Exhibit B - Snohomish County Technical Standard Questions******RFP-23-076BC-S***

#	Common Criteria	Response Code
	<ul style="list-style-type: none"><li>• APEC CBPR - Crossboard Privacy Rules - for Controllers</li><li>• APEC PRP - Privacy Recognition for Processors</li><li>• PCI-DSS Level 1</li><li>• SOC 2 / SOC3</li><li>• CSA Star level 1 from Cloud Security Alliance</li><li>• Cyber Essential provided by the UK Cyber Security CenterOur company is also compliant with General Data Protection Regulation (GDPR), HIPAA and CCPA. Talkdesk is currently in the the early stages of HITRUST certification.</li></ul>	

## ***Exhibit B - Snohomish County Technical Standard Questions***

### ***RFP-23-076BC-S***

#### **Vendor-Hosted (SaaS) Only**

For each vendor hosted requirement below, please respond by entering the appropriate codes (described below) in the Response Code fields. In addition to providing a code, vendor must provide a separate narrative explanation in the Vendor Response fields.

When any proposed solution does not Comply (“C”) with county technical standards, vendor must provide the following:

- specific details describing how the solution deviates,
- steps that must be taken for the solution to work in the county system, and
- any costs associated with the deviation from standard/steps to be taken.

Vendor must also provide cost information in the cost section of the proposal.

**Full, direct, and substantive responses that explain how the solution would perform the function are required. Non-specific responses or omitted information may be considered non-responsive. Any question where the Vendor Response section is left blank will receive a zero score, regardless of the response code given.**

#### **Response Codes**

**“C” Comply** – The proposed system will fully meet the requirement. It is a standard feature or function in the base application of the software. Vendor shall explain how the proposed solution fully meets the requirement.

**“D” Does not comply** – The proposed solution does not comply with this requirement; the software/ system will not meet this requirement in its entirety. Vendor shall explain if and how the proposed solution may meet the requirement. Be sure to use this code if the question is not applicable and state “not applicable” in the vendor response section.

**“WC” With Conditions** – The following are applicable for this response code:

- The solution can meet this requirement by providing a unit of software or a software module that is separate from the base application. This required unit of software or module **must** be included and clearly identified in the Vendor’s Cost Proposal.
- The requirement can be met by altering the proposed software to meet the requirements and specifications. Costs for customizing software **must** be included and clearly identified in Vendor’s Cost Proposal. Vendor must also commit to completion of customization as part of the initial installation / implementation.

The requirement can be met by purchase of additional hardware (such as servers) to meet the requirements and specifications. Cost for additional hardware **must** be included and clearly identified in the Vendor’s Cost Proposal.

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Vendor-Hosted (SaaS) Only	Response Code
VH1	<p>Is the application hosted as software as a service (SAAS) or a cloud-based solution?</p> <ul style="list-style-type: none"> <li>• If “Yes,” are all requirements listed above met by the vendor and the application?</li> <li>• If “No,” list the requirements not met by the proposed application.</li> <li>• Does your proposed solution and cost estimate include both a test/staging environment and a production environment?</li> <li>• If “No,” describe the steps necessary to acquire a secondary (test/staging) environment and include associated costs in the cost section.</li> </ul>	C
<p><i>Vendor Response:</i> Yes. Talkdesk is a multi-tenant SaaS solution that adopts a highly scalable event-driven architecture, with Talkdesk products and services running as loosely coupled microservices across auto-scaling cloud infrastructure. Because our architecture scales based on platform demand, we do not impose platform limitations. Instead, the platform is able to scale compute up and down, as well as horizontally, based on the required resources to serve our customers' demand and traffic. Our Site Reliability Engineering (SRE) team uses a Continuous Integration and Continuous Deployment (CI/CD) methodology leveraged by all engineering teams at Talkdesk. Our CI/CD pipeline and deployment methods employ market-leading automated tools to build, test, and deploy incremental releases of the CCaaS platform into multiple regions. We follow a set of DevOps and DevSecOps principles allowing for fast development and deployment with the best security practices available. Every service goes through stringent automated security and code validations before being deployed and available to customers.</p>		
VH2	<p>Is the solution compatible with the hosted data storage standards listed? If the answer to any of the above is “No,” list and explain the requirements not met.</p>	C
<p><i>Vendor Response:</i> Yes. TalkDesk provides private data application storage for data used within the platform. This data is not generally available except through the application. Data stored in the TalkDesk Cloud is encrypted, access controlled, and subject to regular auditing and monitoring. Backups of critical Customer Data are created and maintained according to TalkDesk documented backup procedures.</p>		
VH3	<p>The proposed solution can provide single sign-on capability utilizing ADFS. If the Response Code is not “C” explain how the application integrates with AD but does not use ADFS for single sign-on and if the purchase of a third party tool is required.</p>	C
<p><i>Vendor Response:</i> Yes. Talkdesk has certified SSO integrations with Salesforce, Google, Okta, OneLogin, ADFS, Centrify, IBM, Azure Active Directory, Auth0 &amp; Bitium. We also have a generic SSO adapter that will allow a full SSO integration with any identity provider that supports SAML2.0.</p>		



**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Vendor-Hosted (SaaS) Only	Response Code
VH4	<p>The proposed solution provider operates a 24/7/365 Security Operations Center (SOC).</p> <p>Provide detailed answers to each of the following questions in the Vendor Response field, below:</p> <ul style="list-style-type: none"> <li>• How do you determine if there is a data breach in your hosted environment? <ul style="list-style-type: none"> <li>○ Will you or your cloud vendor notify your customers?</li> <li>○ If you are using a third party cloud vendor, provide their name and other applicable information.</li> <li>○ Have you had a security breach that involved notifying the public or a government agency?</li> </ul> </li> <li>• Will you allow the county or a third-party to conduct vulnerability or penetration testing against your servers? <ul style="list-style-type: none"> <li>○ If you are using a third-party to conduct vulnerability or penetration testing, provide their name and other applicable information.</li> </ul> </li> <li>• Does your system provide 24/7 threat monitoring? If so, what type of monitoring?</li> <li>• Does the proposed solution offer multifactor authentication? If so, is there additional cost?</li> <li>• Are you listed on FedRAMP?</li> <li>• Are you HIPAA compliant?</li> <li>• Are you CJIS compliant?</li> <li>• If this solution includes credit card processing, do you store credit card information (PCI) on your system?</li> </ul>	C
<p><i>Vendor Response:</i> Yes. The Talkdesk architecture is continuously monitored by our network operations center (NOC). Talkdesk utilizes file integrity and network intrusion detection system (IDS) tools to help facilitate timely detection and investigation by root cause analysis to log and respond to incidents. Talkdesk has a dedicated team of system reliability engineers that performs continuous system monitoring and proactively addresses trends which may indicate possible system issues. The team has access to a set of dedicated and private database monitoring tools including New Relic, Heroku, AWS (Amazon Web Services), and RabbitMQ. Other SIP endpoints can be utilized if desired. For phone connection, WebRTC is used via the internet by default. Other SIP endpoints can be utilized if desired. Talkdesk maintains a Vulnerability Management program as part of our Information Security Risk and Management Policy. The Engineering Security team continuously monitors Talkdesk environments for system vulnerabilities and performs scanning on a recurring basis in accordance with Talkdesk policy, by using industry standard scanning technologies. All issues classified as High are remediated up to 30 days. Whenever Talkdesk detects a data breach, the incident response team is activated and the Data Protection Officer (DPO) is informed. According to the criticality of the breach (internal and external), communications can be sent to relevant stakeholders and Data Protection Authorities within 72 hours. To our knowledge, Talkdesk has not had any data breaches.</p>		

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Vendor-Hosted (SaaS) Only	Response Code
	<p>Depending on the issue, the incident response team will follow a procedure to handle the incident. Talkdesk notifies all customers in the unlikely event of a breach. Amazon Web Services AWS is third-party cloud vendor. Since Talkdesk is an SaaS platform, we do not allow individual customers to perform separate security assessments, penetration testing, or vulnerability scanning. That said, we hold several certifications that require our organization to undergo independent third-party audits several times annually. These include SOC2, ISO27001, ISO27701, ISO22301, and PCI-DSS. Evidence of these audits can be provided to Snohomish County as part of standard vendor risk management. Additional customer audits can be discussed at the contract stage. Talkdesk performs third-party penetration testing on our platform (annually, at a minimum). The most recent report (March 2023) included subsequent re-scans to confirm correction of identified issues; no critical or high issues were identified. The report is available upon request and execution of a confidentiality (non-disclosure) agreement (NDA). Host Intrusion Detection Systems (HIDS), Distributed Denial of Service (DDoS) protection, and firewalls are in place to protect our production network. Network intrusion detection system (IDS) tools are implemented to help facilitate the timely detection of unauthorized access. Talkdesk maintains a Vulnerability Management program as part of our Information Security Risk and Management Policy. The Engineering Security team continuously monitors Talkdesk environments for system vulnerabilities and performs scanning on a recurring basis in accordance with Talkdesk policy, by using industry standard scanning technologies. Summary report findings are available to customers under NDA upon request. Talkdesk retains logs of all events related to integrated applications. Talkdesk also has Guardian, a security suite geared towards analyzing and acting upon agent-related threat vectors, in the day-to-day operations of a cloud-native contact center. Guardian helps customers mitigate their security risk and augment their security posture, by providing actionable real-time threat intelligence. Leveraging ongoing raw data related to users, devices, and context, Guardian delivers insights as to which are the riskier threat vectors and actors operating CX Cloud. The Talkdesk architecture is continuously monitored by our network operations center (NOC). Talkdesk utilizes file integrity and network intrusion detection system (IDS) tools to help facilitate timely detection and investigation by root cause analysis to log and respond to incidents. Talkdesk has a dedicated team of system reliability engineers that performs continuous system monitoring and proactively addresses trends which may indicate possible system issues. The team has access to a set of dedicated and private database monitoring tools including New Relic, Heroku, AWS (Amazon Web Services), and RabbitMQ. Other SIP endpoints can be utilized if desired. Talkdesk supports two-factor authentication as well as single sign-on (SSO). Talkdesk can integrate with Okta, OneLogin, Google, and Salesforce for SSO. In addition, we can integrate with any Identity Provider (IdP) that supports SAML 2.0. Please refer to the following link for further details: <a href="https://support.talkdesk.com/hc/en-us/articles/360020501712-SAML-SSO">https://support.talkdesk.com/hc/en-us/articles/360020501712-SAML-SSO</a> Fedramp compliance: <a href="https://marketplace.fedramp.gov/products/FR2213647361">https://marketplace.fedramp.gov/products/FR2213647361</a> HIPAA Compliance: Talkdesk meets the requirements of the HIPAA Security Rule by keeping electronic patient health information (ePHI) secure. Talkdesk acts as a business associate signs Business Associate Agreements with HIPAA Covered Entities, and processes protected health information according to BAA terms. As a communications platform, Talkdesk stores the minimum amount of</p>	

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Vendor-Hosted (SaaS) Only	Response Code
	<p>personally identifiable information and electronically protected health information. Typically, the data stored is limited to a patient’s contact information and voice and digital interaction history. All other ePHI data is retrieved in real-time from sources of record such as an EHR or CRM during an active call and is only available during an active call or conversation. In addition, to address the requirements from the HIPAA Security Rule, Talkdesk has implemented industry best practices for security, privacy, and business continuity aligned with the certifications that Talkdesk holds. Please refer to the following link for further details: <a href="https://www.talkdesk.com/contact-center-platform/security-compliance/">https://www.talkdesk.com/contact-center-platform/security-compliance/</a>. Talkdesk is HIPAA compliant for Voice, Chat, SMS, and Email channels and all products that process PHI/PII information. CJIS Compliance: We use Checkr to conduct employee background checks. We screen for the following: County Criminal Search (last seven years) - National Criminal Search - Sex Offender Search - SSN Trace - Global Watchlist Search. We closely review each background check and speak with candidates directly regarding any questions or concerns. Talkdesk is certified as PCI DSS Level1 service provider (highest level possible). This certification was reviewed by an independent assessor according to PCI Council requirements. All services running under Talkdesk PCI environment are fully PCI compliant (e.g. PCI Assisted Payment).</p>	
VH5	<p>The proposed solution securely stores all customer data within the United States.</p> <p>Provide detailed answers to each of the following questions in the Vendor Response field, below:</p> <ul style="list-style-type: none"> <li>• Will customer data physically reside in any countries besides the United States?</li> <li>• In which countries are all copies of backup customer data stored?</li> <li>• Is customer data encrypted at rest? <ul style="list-style-type: none"> <li>○ If so, what encryption method and standard is used?</li> </ul> </li> <li>• Can any cloud provider staff view unencrypted customer data?</li> <li>• Do you conduct background investigations for employees that have access to the data?</li> <li>• Do you require annual security awareness training for your employees?</li> <li>• Does the cloud service offer file versioning for documents? <ul style="list-style-type: none"> <li>○ If so, how many days or revisions are in the version history?</li> </ul> </li> <li>• Do you provide Single-Tenant Data Isolation (data is completely isolated logically and physically from other customer’s data)?</li> <li>• Does your solution include disaster recovery with geo-redundant document and data storage?</li> <li>• What are the penalties and costs to remove county data from the cloud vendor?</li> <li>• What is your data retention policy after the conclusion of a contract? (Such as how is the data removed from the cloud storage?)</li> </ul>	C
	<p><i>Vendor Response:</i> Snohomish County’s Data will reside in Amazon US East West cloud. All backup data will reside in the US. Talkdesk uses TLS 1.2 to establish secure communications</p>	

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Vendor-Hosted (SaaS) Only	Response Code
	<p>and authentications to protect the confidentiality and integrity of information. Talkdesk is a Cloud Service Provider and works as a multi-tenant provider with logical isolation for each customer. Talkdesk uses encryption in transit and at rest as best practice. All access to Talkdesk websites is made with HTTPS (all HTTP requests are redirected to HTTPS requests). For transit, we use TLS 1.2. The algorithm is 128-bit AES encryption, ECDHE_RSA for key exchange, and SHA256 for hashing. Call recordings (the most sensitive information) are kept in an encrypted S3 bucket (AES-256). File systems are encrypted with AES-256 encryption. User passwords are stored using a cryptographically secure password hashing function (Bcrypt) with long random salts and an added cost factor. In the remote event of a credentials data leak, passwords are resistant to brute-force and dictionary attacks. Cloud provider staff can not view unencrypted data. Talkdesk uses Checkr to conduct employee background checks. We screen for the following: County Criminal Search (last seven years), National Criminal Search, Sex Offender Search, SSN Trace and Global Watchlist Search. We closely review each background check and speak with candidates directly regarding any questions or concerns. Talkdesk conducts annual security awareness training. Our multi-tenant cloud solution utilizes secure logical segregation of tenant data. While data is stored and processed on Talkdesk shared infrastructure as a service, Talkdesk ensures that clients are only authorized to access their account data and not that of other Talkdesk customers. Isolation policies that leverage AWS IaaS Security ensure that only authenticated users and services can access account data. Talkdesk has a Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP). These plans are considered proprietary to Talkdesk, summary details are provided below. The Talkdesk platform runs on Amazon Web Services (AWS) data centers, with the main data center supported by a primary disaster recovery site as hot standby in a separate geographic region (AWS "Availability Zone") to ensure a high level of availability. Agents are connected to the closest media server in their region to reduce latency and increase the reliability of the service. Additionally, we have active back-ups of our platform on private data center storage. Talkdesk leverages full redundancy and business continuity options through AWS to provide assurance that data is secure, highly-available, and backed up in the event of disaster. Additionally, data is backed up nightly in Amazon S3 for more "cold storage" type scenarios that require full recovery. Our solution's Disaster Recovery Plan covers several failure scenarios and these plans are tested periodically (at least once annually). Talkdesk core function personnel are geographically diverse to ensure continuity of business in case of an event in a specific area or location. In addition, Talkdesk has Distributed Denial of Service (DDoS) protection, is ISO 22301 (Business Continuity Management System) certified, and conducts Business Impact Analysis (BIA) on a periodic basis (at least once annually). The Talkdesk platform leverages a deep network of telecom providers all over the globe and unparalleled multi-carrier redundancy. In the event of a network disruption, calls remain active and supported by Talkdesk multi-cloud diversity, distributed geographically across multiple points of presence around the globe. This is achieved using a CPaaS super-network and a microservices architecture deployed using Amazon Web Services availability zones within various regions. Recovery time objective (RTO) is defined as the amount of real time a business has to restore its processes at an acceptable service level after a disaster to avoid intolerable</p>	

**Exhibit B - Snohomish County Technical Standard Questions****RFP-23-076BC-S**

#	Vendor-Hosted (SaaS) Only	Response Code
consequences associated with the disruption. Talkdesk RTO is 30 minutes. Recovery point objective (RPO) is the maximum acceptable amount of data loss after an unplanned data-loss incident, expressed as an amount of time. Talkdesk RPO is one hour. Customer has 30 days to download and remove their data unless Talkdesk receives a formal request.		
VH6	<p>The proposed solution allows customers to audit the cloud SOC and their processes and procedures.</p> <ul style="list-style-type: none"> <li>• Explain if the cloud vendor is SAS 70 Type II audited and willing to provide a copy of their SOC 2 report? <ul style="list-style-type: none"> <li>○ ((SAS 70 is a report on audit and controls verification); SOC 2 Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy.)</li> </ul> </li> <li>• Can a customer audit the cloud SOC and their processes and procedures?</li> <li>• Does your solution log successful and failed authentication attempts?</li> </ul>	Choose a code.
<p><i>Vendor Response:</i> Talkdesk will provide SOC 2 report after an NDA has been signed. Additionally, Talkdesk is listed on the FedRAMP Marketplace(<a href="https://marketplace.fedramp.gov/products/FR2213647361">https://marketplace.fedramp.gov/products/FR2213647361</a>). Talkdesk Guardian provides all the tools Snohomish County will need to effectively manage privacy and compliance. Take control of security management with clear dashboards, AI-powered analytics, and alerting to streamline security operations and keep customer data safe in the cloud. Seamlessly detect when an agent shows signs of unsafe conduct such as failed login attempts, resetting a password repetitively, or using denylisted credentials. Guardian will also enable authorized users to see who is logged in, the quality of their connection, and a full history of agent activity (e.g., who listened to a call or recording). Additional backend audit logs are available upon request. Please refer to the following link for further details: <a href="https://www.talkdesk.com/call-center-software/platform/guardian">https://www.talkdesk.com/call-center-software/platform/guardian</a>.</p>		



## EXHIBIT C - SERVICE LEVEL AGREEMENT – ESSENTIALS, ELEVATE, & ELITE

This Service Level Agreement (the “SLA”) governs the service level commitments for the Essentials, Elevate, or Elite Edition of the Talkdesk Service under the Software as a Service Agreement between Cerium and Customer (the “Agreement”).

The parties agree as follows:

### 1. Effectiveness.

1(a). In the event of a conflict between the terms of this SLA and the terms of the Agreement, the terms of this SLA shall govern.

1(b). This SLA is effective during the Service Term (as defined in the Agreement).

1(c). This SLA is contingent upon Customer configuring and using the Talkdesk Service pursuant to the configuration recommendations listed at: <https://www.talkdesk.com/customer-community/>, including but not limited to the recommended business continuity configurations described at that location.

### 2. Minimum Service Level Commitment.

Talkdesk shall use commercially reasonable efforts so that the Talkdesk Service is available at all times during a calendar month (the “Minimum Service Level Commitment”).

### 3. Availability.

3(a). The Talkdesk Service is considered “available” if: (1) customers in a particular data center using the Talkdesk Service are able to make, receive, and forward voice calls and (2) call quality is sufficient to allow participants in calls to hear and understand each other.

3(b). Talkdesk calculates available time on a monthly basis as follows:

$$\frac{(total\ number\ of\ minutes - (unavailable\ minutes - unavailability\ exclusions))}{total\ number\ of\ minutes} \times 100$$

### 4. Service Credit.

4(a). To be eligible for a service credit as set forth in the table below (a “Service Credit”): (i) the Talkdesk Service unavailability time must be continuous; (ii) Customer must be current in all payment obligations to Talkdesk; and (iii) Customer must request a service credit no later than 7 days after the end of the month during which the Talkdesk Service was not available, include in its request a detailed description of the time and circumstances during which the Talkdesk Service was not available, and send the request to Talkdesk at <https://support.talkdesk.com/hc/en-us/requests/new> (the “Service Credit Request”).

Percentage of Time Talkdesk Service Is Available	Service Credit
99.99% to 100%	None
99.0% to < 99.99%	10% of monthly License Fees for the Talkdesk Service
97.0% to < 99.0%	30% of monthly License Fees for the Talkdesk Service
< 97%	100% of monthly License Fees for the Talkdesk Service

4(b). Talkdesk shall promptly review Customer’s Service Credit Request. Provided that Customer is current in all of its payment obligations to Talkdesk, Talkdesk shall apply any Service Credit to Customer’s account against fees to be paid by Customer.

4(c). The Service Credits described above are Customer’s sole and exclusive remedy, and Talkdesk’s only liability, for Talkdesk’s failure to maintain the Minimum Service Level Commitment.

### 5. Unavailability Exclusions.

The following circumstances will be excluded when calculating the available minutes for the Talkdesk Service:



- i. any time period during which the Talkdesk Service is unavailable because of (a) disruptions in the Customer's internal network or any internet connectivity; (b) faults within third-party services or software, telecom providers, or other systems that are not operated or controlled by Talkdesk; (c) acts or omissions of the Customer; (d) general internet outages affecting multiple third-parties; (e) network or services availability issues related to denial of service attacks and other flooding techniques; or (f) events outside of Talkdesk's reasonable control including force majeure events; and
- ii. any Scheduled Maintenance (as defined below).

**6. Scheduled Maintenance.**

"Scheduled Maintenance" means any time period during which Talkdesk has scheduled service maintenance, upgrades, and testing of failover capabilities. Except with respect to Scheduled Maintenance for which it is not commercially reasonable to Talkdesk to provide advanced notice, Talkdesk shall provide a minimum of 5 days advance notice of any Scheduled Maintenance and shall use commercially reasonable efforts to conduct Scheduled Maintenance between 8:00 am and 11:00 am UTC on low volume days of the week.

## **Exhibit D – Talkdesk Terms of Use**

These Terms of Use (the “Terms”) govern your use of any website of Talkdesk, Inc. (“Talkdesk,” “we” or “us”) and any content or services provided on our websites (collectively, “Services”).

If you have entered into another agreement with us concerning specific Services, then the terms of that agreement control where it conflicts with the Terms.

By accessing or using the services, you (a) acknowledge that you have read, understand, and agree to the Terms, and (b) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). If you do not agree to the Terms, do not use the Services.

If you are using the Services on behalf of any entity, you represent and warrant that you are authorized to accept these Terms on such entity’s behalf and that such entity agrees to indemnify you and Talkdesk for violations of these Terms. Nothing in these Terms will be deemed to confer any third-party rights or benefits.

### **I. Services**

As part of the Services, Talkdesk may offer training and support. Talkdesk reserves the right to change the Services and to modify, suspend or discontinue the Services or any features or functionality of the Services at any time without notice and without obligation or liability to you.

#### **A. Content; Interactive Features or Areas**

The Services may include discussion forums, blogs, private messages, emails or other interactive features or areas where you or other users can create, post, transmit or store content (“Content”). Content posted on interactive areas of the Services is publicly viewable to others. You are solely responsible for your Content and for your use of the Services, which you use at your own risk.

By using the Services, you will not, and will not allow or authorize any third party to, post, upload to, transmit, distribute, store, create, solicit, disclose or otherwise publish through the Services any of the following:

- Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent.
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law.



- Content that may infringe the patent, trademark, trade secret, copyright, intellectual, privacy or proprietary right of any party.
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity.
- Unsolicited promotions, political campaigning, advertising or solicitations.
- Unless required for public records compliance, private information of any third party, including (but not limited to) addresses, phone numbers, email addresses, Social Security numbers and payment card information.
- Viruses, corrupted data or other harmful, disruptive or destructive files. or
- Content that, in the sole judgment of Talkdesk, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or may expose Talkdesk or our users to any harm or liability of any type.

You will not violate any law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while using the Services. You will not do, and will not allow or authorize any third party to do, any of the following:

- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner.
- Send any unsolicited or unauthorized advertising, solicitations, promotional materials, spam, junk mail, chain letters or pyramid schemes, or conceal or misrepresent the identity of senders of emails, for the purpose of sending spam or other commercial messages.
- Harvest or collect information about other users, including their email addresses, without their consent.
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data.
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services (except as otherwise expressly permitted by law).
- Use or attempt to use any account you are not authorized to use.
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity.

- Attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Services that you are not authorized to access.
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose.
- Engage in any harassing, intimidating, predatory or stalking conduct; Develop any third-party applications that interact with Content and the Services without our prior written consent. and
- Use the Services for any illegal, competitive or unauthorized purpose or engage in, encourage or promote any activity that violates these Terms.

Talkdesk is not responsible or liable for the conduct of, or your interactions with, any other users of the Services (whether online or offline), or for any associated loss, damage, injury or harm. Talkdesk is not liable for any statements, representations or Content provided by other users. Although Talkdesk has no obligation to screen, edit or monitor any Content, Talkdesk reserves the right, and has the discretion, to remove, screen or edit any Content posted or stored on the Services at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any Content you post or store on the Services at your sole cost and expense.

## B. Rights in Content

By submitting or posting Content on the Services, you hereby grant to Talkdesk a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content in connection with providing the Services. You also grant Talkdesk the right to use your name, location and any other information you submit in connection with such Content. The use of your or any other user's name, likeness, voice or identity in connection with various features on the Services does not imply any endorsement of such features or of the Services unless explicitly stated otherwise.

By posting Content to the Services, you represent and warrant the following: (i) such Content is non-confidential; (ii) you own and control all of the rights to the Content that you post or you otherwise have all necessary rights to post, distribute and reproduce such Content to the Services; (iii) the Content is accurate and not misleading or harmful in any manner; and (iv) the Content and your use and posting of the Content do not and will not violate these Terms, any third party rights or any applicable law, rule or regulation.

## C. Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information regarding the Services, Talkdesk or Talkdesk's products or services

(collectively, "Submissions") that you communicate to Talkdesk are non-confidential and will become the sole property of Talkdesk. Talkdesk will own exclusive rights, including all intellectual property rights and will be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You acknowledge that Talkdesk may have ideas or materials similar to Submissions already under consideration or development and that you are not entitled to compensation or reimbursement from Talkdesk of any kind in connection with Submissions.

## **II. Account Terms**

You represent and warrant that all of your registration and account information is true, accurate and complete.

You will maintain the security of your password. You accept all responsibility for all activity that occurs under your account and all risks for any unauthorized access to your registration and account information and any other information you provide to Talkdesk. Any breach or suspected breach of any of the above representations or warranties may result in immediate termination of your account or suspension of your account without, if applicable, any refund.

## **III. Copyright**

The Services and all content and other materials on the Services, including, but not limited to, the images, photographs, audio clips, digital downloads, data compilations, software and the selection and arrangement thereof (collectively, the "Materials") are our property or are licensed to us and protected by United States and/or international copyright laws. You are not permitted to copy, modify, display, license, create derivative works of, or otherwise exploit our Materials.

## **IV. Trademark**

Talkdesk, the Talkdesk logos and any other product or service names, slogans, graphics, logos, page headers, button icons and scripts contained in the Services, except as otherwise noted, are trademarks or trade dress of Talkdesk. Your use of the Services grants you no right or license to reproduce or otherwise use any Talkdesk trademarks or trade dress.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Talkdesk.

## **V. Limited License**

We grant you a limited, non-sublicensable, non-exclusive and revocable license to access and make use of the Services solely in accordance with, and subject to, these Terms and any other of our policies as posted on the Services. These Terms do not transfer any Talkdesk or third party intellectual property or rights to you. Except as otherwise expressly permitted by these Terms, you may not do any of the following: (i) collect, use, copy or distribute any portion of the Services; (ii) resell, publicly perform or publicly display any portion of the Services; (iii) modify or otherwise make any derivative uses of any portion of the Services; (iv) use any “deep-link,” “page-scrape,” “robot,” “spider” or other automatic device, program, algorithm or methodology which perform similar functions to access, acquire, copy or monitor any portion of the Services; (v) use the Services in a manner which results in the depletion of Website infrastructural resources; (vi) download (other than page caching) any portion of the Services or any information contained therein; or (vii) use the Services other than for their intended purposes.

## **VI. Third-Party Content**

We may host or provide links to products, Web pages, Websites and other content of third parties (“Third-Party Content”). The inclusion of any link or the hosting of any content is provided solely as a convenience to our users, including you, and does not imply affiliation, endorsement, approval, control or adoption by us of any Website or any information or content contained therein. We make no claims or representations regarding, and accept no responsibility for, Third-Party Content or for the quality, accuracy, nature, ownership or reliability of Third-Party Content. Users, may use these links and the Third-Party Content contained therein at their own risk. When you leave the Services, our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Website to which you navigate from the Services.

## **VII. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND. TALKDESK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICES, INCLUDING THE CONTENT AND THIRD-PARTY CONTENT CONTAINED THEREIN. WE DO NOT WARRANT THAT THE SERVICES, CONTENT OR THIRD-PARTY CONTENT ARE ACCURATE, COMPLETE, RELIABLE, SECURE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **VIII. Limitation of Liability**

IN NO EVENT WILL TALKDESK OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) AND EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THESE TERMS EXCEED SIX MONTHS' WORTH OF COMPENSATION YOU PAY, IF ANY, TO US FOR ACCESS TO OR USE OF THE SERVICES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. TALKDESK SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL.

### **IX. Indemnification**

You will indemnify, defend and hold us and our investors, officers, directors, affiliates, subsidiaries, licensors, partners, licensees, consultants, contractors, suppliers, agents and employees (collectively, the "Indemnified Parties") harmless from and against any and all actual or threatened third-party suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' and experts' fees, costs, penalties, interest and disbursements) resulting from any claim (including third-party claims), suit, action, or proceeding against any of the Indemnified Parties, whether successful or not, resulting from or arising in connection with any of the following: (i) your use of the Services or the Materials; (ii) your conduct; (iii) your violation of the rights of any third party; (iv) any breach by you of these Terms (including, but not limited to, any breach of any of your representations or warranties); (v) any Content you upload to, post on, create on, transmit through or link from the Services; or (vi) the disclosure, solicitation or use of any personal information by you, whether with or without your knowledge or consent.

### **X. Termination**

Notwithstanding any terms to the contrary in these Terms, we reserve the right, without notice, without liability to you and at our discretion, to terminate any of your rights under these Terms (including, but not limited to, your right to use the Services) and to block or prevent your access to and use of the Services if your use of the Services violates the law or these Terms.

## **XI. Electronic Communications**

Notwithstanding any terms to the contrary in these Terms, Talkdesk may choose to electronically deliver all communications with you, which may include the following: (i) email to your email address indicated in your communications with Talkdesk or upon registration with the Services; or (ii) posting messages that are displayed to you when you log in to or access the Services. Talkdesk's electronic communications to you may transmit or convey information about action taken on your request, portions of your request that may be incomplete or require additional explanation, any notices with respect to modifications to these Terms, any notices required under applicable law and any other notices. You agree to do business electronically with Talkdesk, and to receive electronically all current and future notices, disclosures, communications and information, and that the aforementioned provided electronically satisfies any legal requirement that such communications be in writing. An electronic notice will be deemed to have been received the day of receipt as evidenced by such email.

## **XII. Notifying Talkdesk of Copyright Infringement**

If you believe that material on the Services infringes your copyright, you may notify us. Your notice must meet the requirements under the Digital Millennium Copyright Act which can be found at <http://www.copyright.gov>. We also require these details in your notice:

1. Your name, mailing address, telephone number and email address.
2. Sufficient detail about the copyrighted work.
3. The URL or other specific location on our websites that contains the material that you claim infringes your copyright.
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
5. A statement by you that the information contained in your notice is accurate and that you attest under the penalty of perjury that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.
6. An electronic or physical signature of the owner of the copyright or a person authorized to act on the owner's behalf.

Note that you may be liable for damages, including court costs and attorneys' fees, if you materially misrepresent that content on a website is copyright infringing.

Your notice must be sent to our Designated Agent at:

Attn: General Counsel  
[dmca@talkdesk.com](mailto:dmca@talkdesk.com)

Talkdesk, Inc.  
201 Spear Street, Suite 1100,  
San Francisco, CA 94105

**REPEAT INFRINGER POLICY:** In accordance with the Digital Millennium Copyright Act and other applicable law, Talkdesk has adopted a policy of terminating, in appropriate circumstances and at the discretion of Talkdesk, account holders who are deemed to be repeat infringers. Talkdesk may also at our discretion limit access to the Services and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### **XIII. Miscellaneous**

These Terms and your use of the Services will be governed by and construed in accordance with the laws of the State of Washington, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms will be filed only in the state and federal courts located in Washington. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms. None of your rights or duties under these Terms may be transferred, assigned or delegated by you without our prior written consent, and any attempted transfer, assignment or delegation without such consent will be void and without effect. We may freely transfer, assign or delegate our rights and duties under these Terms. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns, if any. If any provision of these Terms is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect. The headings of the sections of these Terms are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections.

### **XIV. Updates**

We reserve the right to modify any provisions of these Terms and any policies or guidelines governing your use of the Services at any time at our discretion and without liability to you. The modifications will be effective immediately upon posting the modified Terms on the Services, and you waive any right you may have to receive specific notice of the modifications. Your continued use of the Services following the posting of the modifications constitutes your acceptance to the modifications. If you do not agree to any modifications to these Terms or to any applicable policies or guidelines on the Services, you must stop using the Services.