

CONSULTANT: Lance, Soll & Lunghard, LLP
CONTACT PERSON: Bryan Gruber
ADDRESS: 203 N. Brea Blvd, Suite 203
Brea, CA 92821
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 95-2700123
TELEPHONE: (936) 828-4587
COUNTY DEPT: Information Technology
DEPT. CONTACT PERSON: Matt Crisler
TELEPHONE/FAX NUMBER: (425) 388-3162
PROJECT: GASB 87 Lease Accounting Software
AMOUNT: \$171,825.49
FUND SOURCE: DAC 315-51144164101
CONTRACT DURATION: Five (5) years from contract execution unless
extended or renewed pursuant to Section 2
hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Lance, Soll & Lunghard, LLP, a California Limited Liability Partnership (the "Contractor"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to purchase the LeaseQuery Lease Accounting Software ("the Software"), which will provide a database for the County's Finance Department to collect information and create reports in compliance with the Governmental Accounting Standards Board Statement No. 87, "Leases" (GASB 87) and No. 96, "Subscription Based IT Arrangements (GASB 96). The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the partial product of County RFP-026-21SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with

performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the “Effective Date”) pursuant to Section 9 of the SOW, Timeline, and shall terminate five (5) years from software go-live date, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms (each a “Renewal Term”), at the sole discretion of the County, by written notice from the County to the Contractor. The Initial Term and the Renewal Terms shall collectively be referred to as the “Term”). The Contractor shall commence the Services upon the Effective Date, and SaaS Subscriptions shall commence on the Effective Date and conclude after 5 years from software go-live unless extended further by mutual written agreement of both parties in an amendment. PROVIDED, HOWEVER, that the County’s obligations after December 31, 2022, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule A, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services includes overhead but does not include specific reimbursable expenses.

c. Invoices. In accordance with the deliverables set forth in Schedule A, Item 10, the Contractor shall submit to the County properly executed invoices indicating that the work has been performed and the amount due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpaybles@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD)

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$171,825.49 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers’ compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales,

income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County unless indicated, in advance, by the contractor to be proprietary materials. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

The County acknowledges that materials indicated by the contractor to be proprietary, including information, documents, materials, management techniques and other intellectual property the contractor uses may be a material source of the services the contractor performs and were developed prior to the Contractor's association with the County. Any new forms, software, documents or intellectual property developed during this engagement for the County's use shall belong to the Contractor unless both parties previously agree to assign ownership to the County, and the County shall have the limited right to use them solely within their internal processes. Subject to Section 24 of this Agreement, all reports, templates, manuals, forms, checklists, questionnaires, letters, and other documents the Contractor makes available to the County are confidential and proprietary to the Contractor. Neither the County, nor any of their agents, will copy, electronically store, reproduce or make available to anyone other than their personnel, any such documents unless released by the Contractor to do so, unless as required in Section 24. This provision will apply to all materials whether in digital, "hard copy" format or other medium.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Teresa Levine
Title: Controller/Comptroller
Department: Finance
Telephone: (425) 388-3308
Email: Teresa.levine@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County unless engaged on an hourly basis, in which case, work may be billed on a monthly basis as services are rendered. The Contractor shall be responsible for the accuracy of work even after the County accepts the work unless the contractor was not the originator of the error(s).

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from

damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

County agrees to hold Contractor harmless from any and all claims which arise from knowing misrepresentations to Contractor by County management, or the intentional withholding or concealment of information from Contractor by County management. County also agrees to indemnify Contractor for any claims made against Contractor by third parties, which arise from any of these actions by County management. The provisions of this paragraph shall apply regardless of the nature of the claim.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims, only in the case that the actions of the County or State were specifically advised or instructed by the Contractor.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The 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 such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

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

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

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

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to establish an agreement with the County on how to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon two (2) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, or by verified email with delivery receipt and confirmation addressed as follows:

If to the County: Snohomish County Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, Washington 98201
DIS.ADMIN@co.snohomish.wa.us
Attention: Dee White
 IT Contracts Specialist

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Purchasing@snoco.org
Attention: Bramby Tollen
 Purchasing Manager

If to the Contractor: Lance, Soll & Lunghard, LLC
203 N. Brea Blvd, Suite 203
Brea, CA 92821
info@lslcpas.com
Attention: Gail Gray, Technology Partner or
 Bryan Gruber, Managing Partner

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. 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.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. 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.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

Signature page follows.

SNOHOMISH COUNTY:

County Executive Date

Approved as to insurance
and indemnification provisions:

Risk Management Date

COUNCIL USE ONLY	
Approved	<u>8/24/2022</u>
ECAF #	<u>2022-0587</u>
MOT/ORD	<u>Motion 22-318</u>

LANCE, SOLL & LUNGHARD, LLP:



Bryan Gruber (Jul 27, 2022 12:26 PDT)

Managing Partner Date Jul 27, 2022

Bryan Gruber

Schedule A
Scope of Services

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 “Acceptance” and “Accepted”

This shall mean that: (i) the Work and/or Deliverables substantially satisfy the functions and Specifications agreed to by both Parties and as described herein; and (ii) the Work and/or Deliverables shall be deemed delivered and acceptable by the County, following completion of any acceptance testing with written acknowledgment from the County of acceptance if applicable, after the rendering of Work and the delivery of Deliverables as described in this Exhibit A and the Agreement.

1.2 “County Data”

This means all data, works and materials: used, processed, generated, uploaded to, or stored in the Software by the County; transmitted by the Software at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage in, the Software; or generated by the Software as a result of the use of the Services by the County.

1.3 “Critical Defect”

This means any defect that leads to a critical error within the Software causing work stoppage, Software outage, or risk of unauthorized access to County Data.

1.4 “Installation”

This means any work tasks and installation services provided by the Contractor for Software and Support as described in a relevant Statement of Work.

1.5 “Support”

This means technical, maintenance and support services available from Contractor for any products, Software, and Work provided and/or performed by Contractor to County; accessible by telephone, remotely, or online via the internet.

1.6 “Specifications”

This means the functional specifications set forth in RFP-026-21SB and Contractor’s responses thereto in Attachment A, incorporated herein by this reference.

1.7 “Updates”

This means all minor releases of the Software in which minor modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, excluding version-to-version Upgrades, and are designated by a change in sub-version designation (e.g., from version 1.3 to version 1.4).

1.8 “Upgrades”

This means all major releases of the Software in which significant and/or substantial modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, and are designated by a change in version designation (e.g., from version 1.4 to version 2.0).

2. WORK

Scope of Work

Lance, Soll & Lunghard, LLP (“LSL”), is an authorized reseller of the LeaseQuery Lease Accounting Software (“the Software”) that provides the calculations and functionalities that are necessary to comply with the Governmental Accounting Standards Board financial reporting standards for lease contracts.

The Contractor shall provide the County with the Software, subject to the terms and conditions contained within Exhibit 1 (LeaseQuery End User License Agreement) except as otherwise required by chapter 42.56 RCW or Section 24 of this Agreement and, in partnership with the LeaseQuery project team, guide the County project team through implementation of the Software which will provide a database for the County’s Finance Department to collect information and create reports in compliance with the Governmental Accounting Standards Board Statement No. 87, “Leases” (GASB 87) and Governmental Accounting Standards Board Statement No. 96, “Subscription Based IT Arrangements” (GASB 96). The Contractor shall ensure compliance with section 3.2 ix(b) of the LeaseQuery End User License Agreement to deliver uninterrupted software availability to the County.

Contractor Requirements

The Contractor shall meet the following deliverables:

- a. Provide LeaseQuery Lease Accounting Software to County that complies the Specifications.
- b. Participate in project Kick-Off with LeaseQuery and County project team.
- c. Provide best practices and recommendations for County process improvement within the Software during implementation as part of hourly support and best practices training.
- d. Provide lease by lease review, analysis, and data entry as requested by the County.
- e. Consult on Software validation and testing.
- f. Attend weekly meetings with LeaseQuery and County after implementation is completed on an hourly basis as part of Go-Live support, for up to 30 days following

implementation.

- g. Provide guidance on policy development as needed to County project team.
- h. Provide guidance to County project team for GASB 87 and GASB 96 ACFR disclosures.
- i. Consult on deployment on an hourly basis as needed.
- j. Ensure LeaseQuery meets the following deliverables:
 - a. Provides an assigned Project Manager
 - b. Conducts Project Kick-Off with County project team and Contractor.
 - c. Provides access to the Software training and reference materials.
 - d. Guides County project team through the configuration and implementation of the Software.
 - e. Maps out the custom organization structure provided by the County.
 - f. Provides custom Upload Template (“Template”) to County project team.
 - g. Tests a batch of five to ten leases with a focus on reporting outputs, deferred rent, opening balances, etc.
 - h. Uploads final Template provided by County.
 - i. Reconciles data provided by County based on LeaseQuery’s standard reconciliation process.
 - j. Conducts a walk-through of the Software with County project team, with a focus on organization structure, policies tab, and standard journal entry.
 - k. Uploads user and admin information provided by County project team.
 - l. Conducts three training sessions with County project team on: i) lease entry, ii) reports and journal entries, and iii) reconciliation and updates/modifications.
 - m. Provides the ability for authorized County Users to maintain the Software through updating configuration items such as Users, Document Types, and categories, and legislatively mandated items in a manner that is readily accomplished without County IT or Contractor assistance.
 - n. Provides ongoing, dedicated support after Go-Live for a period of 90 days without Critical Defect.
 - o. Provides unlimited technical support after Acceptance.
 - p. Establishes status meetings based on the completion of each deliverable.

Contractor Deliverables

Task 1: Planning, Kickoff and Training

Activities: Contractor shall:

- Coordinate and schedule a kick-off call with County project team.
- Provide guidance on policy creation to County project team as needed.
- Collaborate with LeaseQuery to develop an implementation plan and timeline for approval by County.
- Ensure LeaseQuery:
 - Schedules and trains County project team on the essential knowledge needed to operate within the Software environments for the early phases of implementation.

- Works with County project team to perform all required installs.

County Acceptance: Each County project team member has the necessary user and security settings and can access the Software, lease data has been consolidated and retrieved, training for County project team by Contractor has been completed, and County has approved the implementation plan and timeline provided by LeaseQuery.

Contractor Deliverables: Kick-off meeting has been completed, training for County project team in standards and best practices, and LeaseQuery Training #1 have been completed, required installs have been completed, LeaseQuery has successfully trained County project team on user and security settings, implementation plan and timeline has been approved by the County project team.

Task 2: Data Preparation

Activities: Contractor shall:

- Conduct lease assessment, as defined in Section 2.d. of this SOW, upon request by County.
- Ensure LeaseQuery gathers data exports from County project team, formats the bulk upload tool data for data migration, and provides customized upload tool to County.

County Acceptance: bulk upload tool is formatted for migration and provided to the County, lease assessment has been completed on the specific leases provided to Contractor by the County.

Contractor Deliverables: bulk upload tool is formatted for migration and provided to County, lease assessment is completed on requested leases.

Task 3: Software Customization

Activities: Contractor shall:

- Begin lease data migration testing and configuring with test upload data. Ensure LeaseQuery completes the following deliverables:
 - Works with County to setup appropriate structures in software environment.
 - Works with County to fine-tune and establish rule preferences.
 - Provides training to County project team through lease data entry and/or upload as part of Training #2.

County Acceptance: Software configuration is completed and functioning appropriately. Lease data provided to LeaseQuery by County project team has been uploaded and is accessible.

Contractor Deliverables: Appropriate structures are setup in software environment, lease data migration has been tested and is configured successfully with test data upload via the bulk upload tool, guidance on final rule preferences have been provided.

Task 4: Review and Handoff

Activities: Contractor shall:

- Complete corrections and revisions attributed to either County or Contractor.
- Prepare products for transfer to County project team and custodianship.
- Conduct LeaseQuery Training #3 for handoff and Go-Live.
- Work with LeaseQuery to prepare County for transition to self-paced work and how to request support.
- Provide optional disclosures consulting (ACFR disclosures) as requested by the County.

County Acceptance: Exported content has been approved, revisions to software have been completed and are functioning properly, plan for Go-Live has been approved, and County project team has been fully trained in the software, including handoff and Go-Live.

Contractor Deliverables: Systemic reviews and approvals of content are complete, corrections/revisions are complete, products are prepared for transfer to County project team, training for handoff, plan for Go-Live is approved.

Task 5: Go-Live

Activities: Contractor shall:

- Ensure all known leases are uploaded to LeaseQuery and reconciled.
- Meet with County project team and LeaseQuery to review all deliverables and confirm they are completed.
- Ensure LeaseQuery successfully guides the County in obtaining GASB 87 requirements for incorporation into pre-audit prep and financial reporting.

County Acceptance: County project team is sufficiently trained in features and functions of LeaseQuery. County project team has ownership of customized products. Written acceptance shall be issued by the County upon completion of Task 5. Date of Acceptance notification will release payment for software as set forth in Section 10, Table 1.

Contractor Deliverables: Responsibility for operating customized products has been transferred to County project team. Contractor shall address any remaining questions, concerns or additional issues through LeaseQuery's continued support line.

3. CONTRACTOR'S RESPONSIBILITIES

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) Attendance at project meetings with LeaseQuery and County project team as needed.
- (c) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County. County may request 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 the SOW.

- (d) **Ensure that LeaseQuery provides:**
 - a. Kickoff meeting and agenda, and timeline with an estimated Go-Live date.
 - b. Login credentials, configuration settings review, security permissions configuration review.
 - c. Tutorials and user guides that cover the Software, which may include: initial design of basic sections, organization structure, policies tab, and standard journal entry.

Contractor Task and Responsibilities:

- (a) Develop and maintain a project schedule, which includes all tasks required by the County for configuration, security, network connectivity, data conversion, and operations and maintenance.
- (b) Ensure LeaseQuery and Contractor staff adhere to the project scope, schedule, and budget.
- (c) Ensure LeaseQuery establishes status meetings based on the completion of each deliverable.
- (d) 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.
- (e) Collaborate with LeaseQuery and the County on management and planning of work activities including:
 - a. Platform configuration;
 - b. Data conversion and migration;
 - c. Testing and quality assurance;
 - d. Administrator training; and
 - e. Go-Live support.
- (f) Coordination of Contractor's resources, work sessions, and training (online or by phone).
- (g) Track project issues.
- (h) Be available for status calls and/or meetings as requested by County.
- (i) Provide updates to SCPM via online meeting as requested by the County.
- (j) All additional tasks required to achieve the results specified herein.
- (k) Provide advice to administrative users regarding navigation of the Platform and administrative settings in accordance with best practices.
- (l) Identify and mitigate any risk to deliverables and timeline through discussion and agreement with the County.
- (m) Consult with the County on how to conduct end-to-end testing, advise on adjusting any configuration settings needed.
- (n) Address any remaining questions, concerns or additional issues.
- (o) Track and cure any reported defects during the 90-day post Go-Live period. This task will be complete after 90 consecutive days of post Go-Live operation without any new defects.

4. COUNTY'S RESPONSIBILITIES

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) Lease Capitalization Policy.
- (c) Lease data in format required by Contractor.
- (d) Organization structure with department allocation.
- (e) List of County users and administrators with submitter and review designations.
- (f) Completed Excel file with lease-by-lease reconciliation information.
- (g) Five (5) year lease payout schedule.
- (h) Potential Go-Live schedule options.

County Task and Responsibilities:

- (a) Review and provide formal project plan including timeline for milestone completion.
- (b) Review and provide formal written approval of work performed under milestones.
- (c) Determine if lease data is consolidated or if it will be found in multiple departments.
- (d) Assign necessary roles to County project team members.
- (e) Develop a lease data retrieval plan for this project and moving forward.
- (f) Set up user and security settings for County project team.
- (g) Complete one test batch of leases.
- (h) Gather and review reports prior to test call with Contractor.
- (i) Complete final population of one upload template for leases.
- (j) Update Policies tab in the Software.
- (k) Perform testing, quality control and reconciliation of lease data and ensure entry of full dataset is complete.
- (l) Ensure team members assigned to this project have the necessary technology, accounting/finance and project management skills and experience.
- (m) Seek advice from CPM as needed regarding Software, configuration, training, and utilization.
- (n) Review and, as necessary, provide formal written approval of work performed under milestones.
- (o) Schedule status meetings with Contractor and LeaseQuery as needed.

5. PROJECT MANAGEMENT

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

6. PROJECT COMPLETION CRITERIA

The full LeaseQuery Lease Accounting Software 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, proven to be satisfactory to the County project team, and complies with the Specifications. 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). Leases to be entered by the County past the test upload date are at the County's time and discretion and not considered to be part of the completion of the project.

7. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County will 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 this Agreement or the price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a problem wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the problem(s). These suggestions shall 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 Agreement) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should include a proposed change order.

8. TIMELINE

Contractor is required to meet all milestone deadlines specified in the SOW. Because implementation is largely a collaborative process, any of the following deadlines are deeply dependent on deliverables provided by the County. Contractor agrees to perform professional services in a diligent, professional, and workmanlike manner in an effort to meet the following milestones. If a milestone is in danger of not being met due to County-provided deliverables, the County will be notified, and remaining milestones will need to be altered accordingly.

Timeframe	Milestone Number	Milestone
Within 3 weeks of effective date	1	Planning, Kickoff and Training

A maximum of 9 business weeks from acceptance of Milestone 1	2 & 3	Data Preparation & Software Customization
Within 3 weeks of acceptance of Milestones 2 & 3, whichever is later	4	Review and Handoff
Support available through the next license renewal	5	Go-Live

9. FEES

Billings will be initiated upon signature approval of Acceptance (“Acceptance Date”) from an authorized representative from Snohomish County for each milestone.

Contractor will be paid for the Work accepted by County as specified in the tables below (amount shown is before applicable sales tax is added):

TABLE 1- Fixed Implementation and Annual Fees

Item	Item Description	Cost per Item
Year 1: 2022-2023		
LeaseQuery License Fee for Unlimited Users Based on 200 Leases (License fee for more or less than 200 leases shown in Table 4, Alternate Fees)	Invoice Net 30 Days From Acceptance Date	\$16,800.00
GASB 96 Add-on License Fee for Unlimited Users	Invoice Net 30 Days From Acceptance Date	\$1,000.00
LeaseQuery Setup Fee	Invoice Net 30 Days From Acceptance Date	\$10,000.00
Bulk Upload Tool	Invoice Net 30 Days From Acceptance Date	\$5,000.00
Standards & Best Practices Training by LSL	Invoice Net 30 Days From Acceptance Date	\$2,400.00
	*Year 1 Total	\$35,200.00
Year 2: 2023-2024		
LeaseQuery License Fee for Unlimited Users Based on 200 Licenses (License fee for more or less than 200 leases shown in Table 4, Alternate Fees)	Annual License Fee 12-Month Term. License Fee shall be invoiced 12 months after Acceptance Date	\$18,144.00
GASB 96 Add-on License Fee for Unlimited Users	Invoice Net 30 Days From GASB 96 Acceptance Date	\$1,080.00

	Year 2 Total	\$19,224.00
Year 3: 2024-2025		
LeaseQuery License Fee for Unlimited Users Based on 200 Leases (License fee for more or less than 200 leases shown in Table 4, Alternate Fees)	Annual License Fee 12-Month Term. License Fee shall be invoiced 24 months after Acceptance Date	\$19,595.52
GASB 96 Add-on License Fee for Unlimited Users	Invoice 12 Months From GASB 96 Acceptance Date	\$1,166.40
	Year 3 Total	\$20,761.92
Year 4: 2025-2026		
LeaseQuery License Fee for Unlimited Users Based on 200 Leases (License fee for more or less than 200 leases shown in Table 4, Alternate Fees)	Annual License Fee 12-Month Term. License Fee shall be invoiced 36 months after Acceptance Date	\$21,163.16
GASB 96 Add-on License Fee for Unlimited Users	Invoice 24 Months From GASB 96 Acceptance Date	\$1,259.71
	Year 4 Total	\$22,422.87
Year 5: 2026-2027		
LeaseQuery License Fee for Unlimited Users Based on 200 Leases (License fee for more or less than 200 leases shown in Table 4, Alternate Fees)	Annual License Fee 12-Month Term. License Fee shall be invoiced 48 months after Acceptance Date	\$22,856.21
GASB 96 Add-on License Fee for Unlimited Users	Invoice 36 Months From GASB 96 Acceptance Date	\$1,360.49
	Year 5 Total	\$24,216.70

TABLE 2 – Implementation Fees Billable in Increments

Lease Assessment (Initially 35 leases will be provided) (Estimated total is based on 100 leases, for more than 100 leases)	Invoiced Monthly as Services are Rendered	\$200.00 per hour – Estimated Total \$6,000.00
----------------------------------------------------------------------------------------------------------------------------	-------------------------------------------	------------------------------------------------

refer to Table 4, Alternate Fees)		
Assistance with GASB 87 ACFR Disclosures	Invoiced Monthly as Services Are Rendered	\$200.00 per hour – Estimated Total \$16,000.00
Assistance with Implicit Rate Policy	Invoiced Monthly as Services Are Rendered	\$200.00 per Hour – Estimated total \$2,000.00
Ad Hoc Assistance as Needed per Approved Work Order Request	Invoiced Monthly as Services Are Rendered	Hourly Rate Stated in Table 3 – Estimated Total \$26,000.00
Un-Used Incremental Fees for Each Line Item in Table 2 May be Utilized for a Different Line Item as Needed in Table 2 Total Incremental Fees Not to Exceed		\$50,000.00

TABLE 3 – Ad Hoc Professional Services Hourly Rates

Hourly Rates for Additional Work by Contractor	
Personnel Level	Hourly Rate (Annual hourly rate increase shall be capped at 3%)
Group Training Rate	\$430
Partner	\$310
Senior Manager	\$215
Manager	\$200
Supervisor	\$175
Senior	\$155
Staff – Experienced	\$130
Staff – Standard	\$110
Staff – Auxiliary/Clerical	\$80

In the event additional hourly work is 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.

TABLE 4 – Alternate Fees

Alternate LeaseQuery License Fees					
	Year 1	Year 2	Year 3	Year 4	Year 5
100 Leases	\$8,400.00	\$9,072.00	\$9,797.76	\$10,581.58	\$11,428.11
150 Leases	\$12,600.00	\$13,608.00	\$14,696.64	\$15,872.37	\$17,142.16
200 Leases	\$16,800.00	\$18,144.00	\$19,595.52	\$21,163.16	\$22,856.21
250 Leases	\$19,950.00	\$21,546.00	\$23,269.68	\$25,131.25	\$27,141.75
300 Leases	\$23,940.00	\$25,855.20	\$27,923.62	\$30,157.51	\$32,570.11

Initial implementation assessment indicates County will need to upload approximately 175 leases in the system. Overage will be billed by lease, prorated for the months remaining on the license year, and added to future license renewals.

Alternate Lease Assessment Fee Estimates	
100 Leases	\$6,000.00
150 Leases	\$8,500.00
200 Leases	\$11,000.00
250 Leases	\$13,500.00
300 Leases	\$16,000.00

Initial implementation assessment indicates County will request assessment of approximately 100 leases. Lease assessment will be billed at an hourly rate and is subject to the limits stated in Table 2.

10. PROJECT MANAGERS

County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	Teresa Levine, Controller	Name:	Matt Freitas, CPA
Address:	Finance 3000 Rockefeller Ave Everett, WA 98201	Address:	Lance, Soll & Lunghard, LLC 203 N. Brea Blvd, Suite 203 Brea, CA 92821
Phone:	(425-388-3308)	Phone:	(936) 828-4587
Email:	Teresa.Levine@snoco.org	Email:	Matt.Freitas@lslcpas.com
County Subject Matter Expert (“SCSME”)		Contractor Project Manager (“CPM”)	
Name:	Cristy Loveless	Name:	Gabe Harris
Address:	Finance 3000 Rockefeller Ave Everett, WA 98201	Address:	LeaseQuery 3 Ravinia Dr NE p7 Atlanta, GA 30346
Phone:	(425) 388-3582	Phone:	(205) 531-5085
Email:	Cristy.Loveless@snoco.org	Email:	Gabe.harris@leasequery.com
County Subject Matter Expert (“SCSME”)		Contractor Project Manager (“CPM”)	
Name:	Jaclyn Johnson	Name:	
Address:	Finance	Address:	

	3000 Rockefeller Ave Everett, WA 98201		
Phone:	(425) 262-2389	Phone:	
Email:	Jaclyn.Johnson@snoco.org	Email:	

Escalation path

Snohomish County:

Nathan Kennedy, Director of Finance, (425) 388-3120, Nathan.kennedy@snoco.org

Lance, Soll & Lunghard, LLP

Gail A. Gray, Technology Partner, (936)828-4587, gail.gray@lslcpas.com

11. 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.

12. SITES AND LOCATIONS

All work shall be conducted remotely.

13. ATTACHED EXHIBIT(S)

- Exhibit 1 – LeaseQuery End User License Agreement

EXHIBIT 1
LEASEQUERY END USER TERMS

THESE END USER TERMS, by and between LeaseQuery and End User, are effective as of the Effective Date. Each of End User and LeaseQuery is referred to herein as a “party” and collectively as the “parties.” In consideration for the mutual covenants and agreements contained in these End User Terms, the parties agree as follows:

1. DEFINITIONS.

1.1 “Business Day” means any day on which the New York Stock Exchange is open for unrestricted trading.

1.2 “Confidential Information” means (i) information that is marked by the disclosing party as “confidential,” (ii) whether or not marked as “confidential,” information of a party of a special and unique nature and value relating to such matters as trade secrets, know-how, systems, programs, developments, designs, procedures, manuals, products, financial statements or forecasts, confidential reports and communications, in each case whether such information is shared prior to or during the term of these End User Terms, and (iii) with respect to LeaseQuery’s Confidential Information, the terms and conditions of these End User Terms.

1.3 “Dispute” means any controversy or claim between the parties arising out of or relating to these End User Terms or the breach, termination, enforcement, interpretation or validity thereof, or any services provided or to be provided under these End User Terms, whether in contract, tort or otherwise.

1.4 “Documentation” means the user instructions and specifications for the Solution described in the Solution, as may be updated by LeaseQuery from time to time.

1.5 “Effective Date” means the date that the initial Sales Order is last signed by the parties thereto.

1.6 “End User” means the party set forth in the applicable Sales Order and any of its End User Subsidiaries that accesses the Solution at any point during the term of this Agreement. “End User” shall exclude any End User Subsidiary that, during the term of this Agreement, does not access the Solution, which End User Subsidiary shall be deemed a third party for purposes of this Agreement.

1.7 “End User Data” means all End User’s Confidential Information that is entered into the Solution.

1.8 “End User Feedback” means suggestions, enhancement requests, recommendations or other feedback provided by End User or its personnel relating to the operation or functionality of the Solution or the content of the Documentation.

1.9 “End User Subsidiary” means any entity which is directly or indirectly owned by the entity set forth in the applicable Sales Order. For purposes of the preceding sentence, “directly or indirectly owned” means direct or indirect ownership of more than 50% of the voting interests of the subject entity.

1.10 “End User Terms” means these end user terms, including any schedules, addenda and/or exhibits hereto.

1.11 “Force Majeure Event” means any event that is reasonably beyond the control of the party, including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental action after the Effective Date, fire, communication line failures, power failures, earthquakes, or other disasters.

1.12 “Integration” means any application programming interface or other functionality that integrates the Solution with a third-party application, such as (without limitation) Client’s third-party general ledger accounting software, through LeaseQuery’s integration platform referred to as LeaseQuery Connect or otherwise.

1.13 “Intellectual Property Rights” means any and all common law, statutory and other intellectual property rights, including, without limitation, copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

1.14 “LeaseQuery” means LeaseQuery, LLC, a Delaware limited liability company.

1.15 “Legal Notices” shall be as defined in Section 8.1 of this Agreement.

1.16 “NDA” means any confidentiality or nondisclosure agreement (or other agreement with a similar purpose) entered into by (i) the parties hereto or their respective affiliates in consideration of potentially entering into the business relationship governed by these

End User Terms or (ii) solely with respect to End User's Confidential Information shared with LeaseQuery, LeaseQuery and Reseller or their respective affiliates in connection with Reseller's resale of LeaseQuery's services.

1.17 "Professional Services" means if applicable for the purchased subscription, any services purchased by Client that are provided by LeaseQuery's personnel or its subcontractors' personnel for the implementation of the applicable Solution or ongoing support of Client in connection with its use of the Solution. For the avoidance of doubt, the provision of access to the Solution is not a Professional Service.

1.18 "Record" means any individual record with a unique identifier that is entered into and stored in the Solution. With respect to LeaseQuery's Solution for leases, a single leased asset may be comprised of multiple Records (such as for land and improvements), and a single contract may provide for multiple leased assets.

1.19 "Reseller" means the LeaseQuery-certified reseller of LeaseQuery's services purchased by Reseller from LeaseQuery and resold to End User pursuant to a Sales Order.

1.20 "Sales Order" means any sales order or other ordering document by and between End User and Reseller that (i) describes LeaseQuery's products and services being resold by Reseller to End User and the fees related thereto, (ii) specifically incorporates by reference the terms and conditions of these End User Terms (without any purported modification to these End User Terms), and (iii) is signed by Reseller and End User.

1.21 "Sensitive Personal Information" means an individual's (i) government-issued identification number, including without limitation a Social Security number, driver's license number, or state-issued identification number, (ii) financial account number, credit reporting information, or credit, debit or other payment cardholder information, with or without any required security or access code, personal identification number, or password that permits access to the individual's financial account, or (iii) biometric, genetic, health or health insurance data.

1.22 "Solution" means the specific LeaseQuery product, to which Client purchases a subscription pursuant to a Sales Order, that is hosted by LeaseQuery or by a third-party hosting service provider for LeaseQuery.

2. SCOPE OF THE SERVICES.

2.1 Provision of Access to the Solution. Following LeaseQuery's receipt from Reseller of a properly executed Sales Order, during the term thereof for which End User subscribes for access to the Solution, LeaseQuery agrees to enable End User to access the Solution via a website in accordance with and subject to the terms and conditions of these End User Terms.

2.2 Professional Services (if applicable). End User acknowledges and agrees that all of LeaseQuery's or its subcontractors' Professional Services, if any, will be provided (i) remotely and (ii) solely to Reseller.

2.3 Limitations of Services. End User acknowledges that LeaseQuery is not a registered public accounting firm, and some or all of the Professional Services (if any) may be performed by individuals who are not certified public accountants. LeaseQuery's performance of services, including the provision of access to the Solution and the performance of any Professional Services, does not constitute an audit in accordance with generally accepted auditing standards, an examination of or any other form of assurance with respect to internal controls, or other attestation, review or compilation services in accordance with standards or rules established by the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board or any other regulatory body. LeaseQuery will not express, and will not be deemed to have expressed, an opinion or any other form of assurance with respect to any matters as a result of the performance of any such services, including with respect to End User's financial statements, tax returns, or End User's operating or internal controls. LeaseQuery will not perform, and will not be deemed to have performed, any evaluation of End User's internal controls and procedures for financial reporting upon which End User's management can base its assertions in connection with the Sarbanes-Oxley Act of 2002, as amended, or any related rules or regulations. LeaseQuery will not make any representations or warranties and will not provide any assurances that End User's disclosure controls and procedures are compliant with the certification requirements of, or that End User's internal controls and procedures for financial reporting are effective as required by, any applicable law. Neither the Solution nor any Professional Services may be relied upon to identify errors or fraud should they exist. LeaseQuery does not provide legal or tax services, and none of its services will be performed by attorneys. End User acknowledges and agrees that LeaseQuery is not, and will not agree to be named as, an expert under the Securities Act of 1933, as amended, or any other state or federal securities laws.

2.4 End User Subsidiaries. End User may permit its End User Subsidiaries to access End User's instance of the Solution (in accordance with the terms of these End User Terms, including without limitation Section 3.2 of these End User Terms) and to use any outputs therefrom and the results of any Professional Services provided by LeaseQuery to End User (in accordance with the terms of these End User Terms, including without limitation Section 3.1 of these End User Terms), provided that End User shall be responsible for each End User Subsidiary and ensure that each such End User Subsidiary complies with all of the terms and conditions of these End User Terms to the same extent that such terms and conditions apply to End User (whether or not such term or condition expressly

references such End User Subsidiary). For the avoidance of doubt, (i) no such End User Subsidiary shall be deemed included in the definition of End User or otherwise deemed to be a customer of LeaseQuery, (ii) nothing in these End User Terms creates any privity of contract between any End User Subsidiary and LeaseQuery, and (iii) no End User Subsidiary shall have any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these End User Terms.

2.5 Disclaimer of Warranties. To the maximum extent permitted by applicable law, LeaseQuery makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including, without limitation, any warranties of merchantability or fitness for a particular purpose with respect to the Solution, Professional Services and/or related documentation. LeaseQuery does not warrant that the Solution will be bug free or uninterrupted or that any integration with a third-party software provider will remain available for the duration of End User's subscription. Loss of internet access or failure of any third-party software, hardware or other interfacing or communicating device is End User's responsibility and is not warranted by LeaseQuery. End User acknowledges and agrees that LeaseQuery shall not be responsible for any downtime of the Solution.

3. END USER DUTIES AND RESPONSIBILITIES.

3.1 Use of Output and Professional Services. End User's access to the Solution and End User's use of any outputs therefrom, all Professional Services (if any) and all other deliverables by LeaseQuery, shall be solely for End User's benefit and are not intended to be relied upon, and shall not be relied upon, by any other party. End User shall not disclose the outputs, Professional Services or other deliverables, or refer to the Solution, outputs therefrom, Professional Services or other deliverables, in any communication to any third party other than (i) Reseller, (ii) End User's independent auditors solely in connection with their audit or review of End User's financial statements, (iii) End User's other professional advisors solely in connection with their provision of professional services to assist End User with the preparation of End User's financial statements or the administration of End User's leases, provided that such professional advisors comply with the restrictions set forth in this sentence, (iv) regulatory authorities with jurisdiction over End User to the extent required by such authority in connection with their routine examinations of End User, and (v) subject to the last sentence in Section 2.4 of these End User Terms, to the extent required by law, provided that, in the case of this subclause (v), End User provides LeaseQuery with prompt written notice of any such requirement and reasonably cooperates, at LeaseQuery's expense, with LeaseQuery's efforts to obtain a protective order or otherwise limit such disclosure. In the event End User creates its own materials based on the content of the outputs, Professional Services or other deliverables for disclosure to a third party, End User shall not in any way, expressly or by implication, attribute such materials to LeaseQuery or identify LeaseQuery as the source of the content reflected in such End User-created materials.

3.2 Restrictions on Use of the Solution. End User shall not (i) use the Solution in any way that violates the terms of these End User Terms, the Documentation, or applicable law; (ii) modify, copy or create any derivative works based on, or reverse engineer or decompile, the Solution, Documentation or any portion thereof; (iii) attempt to license, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise share End User's access to the Solution with any third party, except that such access may be shared as permitted under these End User Terms with End User Subsidiaries and End User's and End User Subsidiaries' employees (provided that separate login credentials are created for and used by each authorized user); (iv) use End User's access to the Solution or Documentation for any competitive purpose or to build or design any commercially available product or service; (v) interfere with or disrupt performance of the Solution or the data contained therein; (vi) attempt to gain access to the Solution or LeaseQuery's related systems or networks in a manner not set forth in these End User Terms; (vii) use End User's access to the Solution to send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including, without limitation, material that violates privacy, confidentiality, Intellectual Property Rights or other rights of third parties; or (viii) share any Sensitive Personal Information with LeaseQuery or enter, or cause or request to be entered, any such information into the Solution; or (ix) access the Solution for the benefit of, or for any purpose if End User is, a competitor of LeaseQuery. End User shall be liable for the acts and omissions of all End User-authorized users relating to these End User Terms. LeaseQuery may suspend or discontinue all or a portion of End User's access to the Solution if LeaseQuery (a) reasonably suspects that (1) End User's access to the Solution may be causing harm to LeaseQuery or other users, (2) such suspension is necessary to comply with law or a request from a law enforcement agency or to prevent, remediate or mitigate an actual or potential security incident, or (3) End User has breached any of the terms of these End User Terms, or (b) has not received payment in full from Reseller for LeaseQuery's services within 45 days after the execution of the Sales Order. LeaseQuery will use commercially reasonable efforts to resolve the issues causing the suspension of the Solution. End User agrees that no information obtained through the Solution or the Professional Services (if applicable) will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and End User must comply with the list as it exists in fact. End User certifies that neither it nor any of its users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. End User shall reimburse LeaseQuery for all costs incurred in enforcing the use restrictions in this Section, including, without limitation, attorneys' fees, legal costs, and court costs.

3.3 Responsibility for End User Data. End User is exclusively responsible for its financial statements, tax returns, and the accuracy, quality and legality of all End User Data, including, without limitation, obtaining all required authorizations, permissions and consents

necessary for LeaseQuery and its contractors and subcontractors to access and use the End User Data in accordance with these End User Terms.

3.4 Responsibility for Users and Authentication Credentials. End User shall (i) be responsible for safeguarding its passwords, (ii) be responsible for the identification and authentication of its users and any access, whether or not authorized by End User, to the Solution that results from the actions or omissions of End User or any of its personnel, and (iii) notify LeaseQuery promptly of any unauthorized access or use.

3.5 Reseller's Services. End User (i) acknowledges and agrees that any services provided by Reseller shall be provided directly to End User and subject to any terms or conditions that may be entered into directly between End User and Reseller; (ii) acknowledges and agrees that Reseller shall not be deemed a subcontractor of LeaseQuery, and LeaseQuery shall have no responsibility for, and shall have no obligation to review, any services provided by Reseller; and (iii) hereby releases LeaseQuery from any claims arising out of or relating to any services provided by Reseller for End User. End User agrees that Reseller will be the initial administrative user of its instance of the Solution.

3.6 Not a Competitor; Authorizations. End User represents and warrants that it (a) is not a competitor of LeaseQuery and (b) has obtained all required authorizations, permissions and consents necessary for LeaseQuery and its contractors and subcontractors to access and use the End User Data for the purposes described in these End User Terms.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Ownership; Reservation of Rights. LeaseQuery owns and reserves all right, title and interest in and to the Solution, Documentation and other LeaseQuery Intellectual Property Rights. No rights are granted to End User under these End User Terms or any Sales Order other than as expressly set forth in these End User Terms. Under no circumstance will End User have the right to access the object code or source code for the Solution. By submitting End User Feedback, End User hereby assigns to LeaseQuery all right, title and interest in and to such End User Feedback. LeaseQuery shall have no obligation to accept or incorporate End User Feedback, and End User shall have no obligation to provide End User Feedback.

4.2 End User Data. End User agrees to allow LeaseQuery to collect End User Data and use End User Data for the purposes of providing and improving the Solution and performing Professional Services (if applicable). As between End User and LeaseQuery, End User owns all End User Data. Notwithstanding anything to the contrary in this Agreement, LeaseQuery may anonymize and/or aggregate any data obtained from the Solution or the operation thereof, including, without limitation, performance results for the Solution, information derived from data inputted into the Solution, reports generated by the Solution, and any derivative works of any of the foregoing, and LeaseQuery may utilize such anonymized and/or aggregated information for purposes of LeaseQuery's business, provided that LeaseQuery's use thereof will not reveal the identity directly or indirectly reveal through any reasonably foreseeable method, the identity of End User, any individual or any specific data entered by End User (or by LeaseQuery on behalf of End User) into the Solution.

5. TERM AND TERMINATION.

5.1 Term. These End User Terms shall be co-terminus with the term of the Sales Order and shall automatically terminate upon the expiration or termination of such Sales Order. Notwithstanding the foregoing, if End User continues to access the Solution after the termination of the Sales Order related thereto, such access shall be subject to the terms of these Terms.

5.2 Termination for Breach. LeaseQuery may terminate these End User Terms if End User breaches any of the terms or conditions of these End User Terms and, if such breach is curable, fails to cure such breach within 30 days of the date that written notice of the breach is given to End User.

5.3 Effect of Termination. End User may request the exportation its End User Data at any point during the term of these End User Terms, provided such access has not been suspended in accordance with the terms of these End User Terms. LeaseQuery will retain the End User Data then stored in the Solution for at least 90 days following the effective date of the termination of these End User Terms. Upon LeaseQuery's receipt during such 90-day period of End User's written request, LeaseQuery will make all such End User Data available to End User in a .csv or other mutually agreeable format. Following this 90-day period, End User may permanently lose its data.

6. LIMITATION OF LIABILITY; INDEMNIFICATION.

6.1 LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of LeaseQuery or any of its affiliates or subcontractors, regardless of the cause and regardless of any other failure of any provision or undertaking in these End User Terms, under contract, tort or any other theory of liability (including claims alleging negligence), exceed 50% of the annualized subscription fee (to the extent paid by End User) as of the date such cause of

action arises, except to the extent resulting from LeaseQuery's willful misconduct or bad faith. In circumstances where any limitation of liability or indemnification provision in these End User Terms is unavailable, the aggregate liability of LeaseQuery and its affiliates and subcontractors for any claim shall not exceed an amount that is proportional to the relative fault that the conduct of LeaseQuery and its affiliates and subcontractors bears to all other conduct giving rise to such claim.

6.2 INDEMNIFICATION. To the maximum extent permitted by applicable law, End User shall indemnify and hold harmless LeaseQuery, its affiliates and subcontractors, and their respective personnel from all claims, liabilities and expenses (including, without limitation, attorneys' fees) attributable to claims of third parties relating to or resulting from the disclosure, by End User or any End User Subsidiary, by any user authorized by End User or an End User Subsidiary, or by any third party as a result of a disclosure by End User, an End User Subsidiary, or any user authorized by End User or an End User Subsidiary, of any outputs from the Solution. This indemnification provision applies regardless of whether the third-party claim is caused or alleged to be caused in whole or in part by the indemnified party; provided, however, that it shall not apply to the extent of LeaseQuery's willful misconduct or bad faith.

7. CONFIDENTIALITY.

Each party acknowledges that in the course of these End User Terms, it may have access to and may be making use of, acquiring or adding to Confidential Information of the other party. Each party hereby confirms that it will not, using at least the same degree of care as it employs in maintaining in confidence its own Confidential Information of a similar nature (but in no event less than a reasonable degree of care), disclose any such Confidential Information to a third party except with the prior written consent of the other party or as specifically provided in these End User Terms. These End User Terms impose no confidentiality obligation upon the receiving party with respect to information that (i) was in the receiving party's possession before receipt from the disclosing party without an obligation to keep such information confidential; (ii) is or becomes available to the public through no fault of the receiving party; (iii) is received in good faith by the receiving party from a third party not subject to an obligation of confidentiality owed to the disclosing party and who discloses the Confidential Information without an obligation of confidentiality; or (iv) is disclosed as required by law or regulation, to respond to governmental inquiries, or in connection with litigation pertaining hereto, provided in each case that the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest or otherwise limit the disclosure. If a party discloses (or threatens to disclose) any Confidential Information of the other party in breach of confidentiality protections in this Section, the other party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate. End User hereby consents to LeaseQuery disclosing End User's Confidential Information to contractors providing administrative, infrastructure and other support services to LeaseQuery, and subcontractors providing services in connection with these End User Terms. With respect to any NDA, notwithstanding anything to the contrary in such NDA, the obligations of the parties under such NDA shall be superseded in their entirety by the observance by the parties of the confidentiality obligations in these End User Terms, and any Confidential Information shared under such NDA shall be treated as Confidential Information under these End User Terms.

8. MISCELLANEOUS.

8.1 **Notices.** Except as otherwise expressly specified in this Agreement, all notices related to these End User Terms shall be effective upon (i) personal delivery, (ii) on the third Business Day after mailing, (iii) the first Business Day following dispatch if delivered by nationally recognized overnight courier (with all fees prepaid), or (iv) except with respect to notices of direct or indemnifiable claims, demands, waivers, or a termination of this Agreement (collectively, "Legal Notices"), which shall be clearly identifiable as Legal Notices, the day of sending via email; provided, however, that (in the case of subclauses (i) through (iv) of this sentence) such notice shall be deemed effective only if delivered in accordance with this sentence; and provided further, that any notice to LeaseQuery shall be delivered with a mandatory copy via email to legalnotices@leasequery.com. Each party may modify its recipient of notices or the address for notices by providing notice pursuant to these End User Terms.

8.2 **Force Majeure.** LeaseQuery will not be liable for any act, omission, or failure to fulfill its obligations under these End User Terms if such act, omission, or failure arises from any Force Majeure Event. If LeaseQuery is unable to fulfill its obligations due to the Force Majeure Event, it will as soon as practicable notify End User in writing of the reasons for its failure to fulfill its obligations and the effect of such failure and use reasonable means to avoid or remove the cause and perform its obligations.

8.3 **Marketing.** End User acknowledges and agrees that LeaseQuery may use the name, logo or marks of End User and its affiliates in a representative End User list or other marketing material. End User may revoke the rights granted in this paragraph at any time by providing at least thirty (30) days' written notice to LeaseQuery via email to legalnotices@leasequery.com.

8.4 **Integrations.** In the event that, per Client's request, LeaseQuery makes available to Client any Integration, then Client may use such Integration during the term of the applicable Sales Order on a non-exclusive, non-transferable, non-assignable (except pursuant to Section 10.10 of this Agreement) basis, subject at all times to the terms and conditions of this Agreement. Any disclosure of Client Data to a third party through the Integration shall be deemed, for purposes of this Agreement, a disclosure by Client rather than

LeaseQuery. The Integration shall be deemed part of the Solution for purposes of this Agreement; provided, however, that any third-party software or third-party data accessed through an Integration is independent from LeaseQuery, and LeaseQuery has no control over, is not responsible for, and makes no warranties or representations regarding, such third-party software, data, website, security or other information accessed through the Integration. Provision of the Integration does not imply that LeaseQuery endorses or accepts any responsibility for the software, content accessed therefrom or availability thereof. Client acknowledges that integrated third-party software providers may, with or without notice, restrict, interrupt, discontinue or terminate the Integration, or require LeaseQuery to do any of the foregoing, in which case the license granted under this Section shall automatically terminate, and LeaseQuery shall not be responsible for, and shall have no liability (including any obligation to provide a refund, credit or other compensation) in connection therewith.

8.5 Entire Agreement; Amendment and Modification. These End User Terms contain the entire agreement and understanding among the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements (including, without limitation, any NDA), understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms of these End User Terms control and supersede any course of performance or usage of the trade inconsistent with any of the terms of these End User Terms. No modification, amendment, or waiver of any provision of these End User Terms shall be effective unless in writing and signed by both parties. End User acknowledges that LeaseQuery is not a party to any Sales Order by and between End User and Reseller, and, therefore, the terms and conditions of these End User Terms cannot be modified, and shall not be deemed to be modified, by any such Sales Order.

8.6 Interpretation. These End User Terms are the result of negotiations between, and have been reviewed by, the parties and their respective legal counsel, and shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Headings in these End User Terms are for reference only and shall not affect the interpretation of these End User Terms. If any date on which a party is required to make a payment or a delivery pursuant to the terms of these End User Terms or a Sales Order is not a Business Day, then such party shall make such payment or delivery on the next Business Day. Any schedules and exhibits referred to herein shall be construed with, and as an integral part of, these End User Terms to the same extent as if they were set forth verbatim herein.

8.7 Severability. If any provision of these End User Terms is held to be invalid, illegal, or unenforceable, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of these End User Terms will remain in full force and effect.

8.8 Waiver. Failure of either party to seek remedy of any breach of any portion of these End User Terms by the other party from time to time shall not constitute a waiver of such rights in respect to the same or any other breach.

8.9 Assignment. End User shall not assign, voluntarily or involuntarily, all or any portion of these End User Terms without the prior written consent of LeaseQuery, provided that, upon advance written notice to LeaseQuery, End User may assign all (or a portion) of its rights and obligations under these End User Terms without LeaseQuery's consent to a successor by merger or a purchaser of all or substantially all of End User's assets, but only if, as reasonably determined by LeaseQuery, such successor or purchaser is not a competitor of LeaseQuery. In the event of a purported assignment or delegation of any of End User's rights or obligations under these End User Terms made in violation of this section, such assignment or delegation shall be void, and LeaseQuery shall have the right to terminate these End User Terms immediately upon written notice to End User without limiting any of LeaseQuery's other rights or remedies herein. Any assignment or delegation that is made in accordance with this section shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

8.10 No Third-Party Beneficiaries. Except with respect to LeaseQuery's affiliates and subcontractors, which are third-party beneficiaries solely for the purpose of Section 6 of this Agreement, these End User Terms are for the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity (including, without limitation, Reseller or any End User Subsidiary) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these End User Terms.

8.11 Limitation on Actions. Except with respect any express indemnification obligation under Section 6.2 of this Agreement, no action relating to any Dispute (other than with respect to End User's breach of Section 3 of these End User Terms) may be brought more than one year after the cause of action accrued.

8.12 Survival. Notwithstanding anything herein to the contrary, the provisions of Section 1, Section 2.5, Section 3, Section 4, Section 5.3, Section 6, Section 7 and Section 8 hereof shall survive any termination or expiration of these End User Terms.

8.13 Federal End Users. If End User is a U.S. federal government department or agency or contracting on behalf of such department or agency, all services described herein, including the provision of access to the Solution and all Professional Services, are "Commercial Items" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial

Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, and supporting Professional Services in accordance with paragraph (5) of the definition of “Commercial Item” in 48 C.F.R. §2.101. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, access to the Solution and supporting Professional Services are provided to End User with only those rights as provided under the terms and conditions of these End User Terms.

8.14 Authority. Each party represents that (i) it has the requisite power, authority and capacity to enter into these End User Terms, and (ii) these End User Terms constitute a legal, valid and binding obligation, enforceable against such party.

* * *








Lance_Soll_Lunghard_GASB87 Final Complete

Final Audit Report

2022-07-27

Created:	2022-07-25
By:	Natalie Freitas (Natalie.Freitas@Islcpas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEkmDxztuxfznqnPyFeKm0ZvNCIX2hbgj

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-  Document e-signed by Bryan Gruber (bryan.gruber@Islcpas.com)
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