

CONSULTANT: Pagefreezer Software Inc.
CONTACT PERSON: Peter Callaghan / CRO
ADDRESS: 500-311 Water Street
Vancouver, BC V6B 1B8
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 98-1034279
TELEPHONE/FAX NUMBER: (888) 916-3999
COUNTY DEPT: Information Technology
DEPT. CONTACT PERSON: Matt Crisler
TELEPHONE/FAX NUMBER: (425) 388-3162
PROJECT: Social Media and Internet Archiving
AMOUNT: Not to exceed \$180,000 including extensions
and amendments
FUND SOURCE: 505-514880-4801
CONTRACT DURATION: Contract execution through August 31, 2025
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 Pagefreezer Software Inc., a British Columbia Corporation registered to conduct business in the State of Washington (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 provide social media archiving services with a public interface tool and internet/website archiving services to harvest, build, and preserve collections of digital content from various County websites. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 22-060BC, Social Media and Internet Archiving.

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 execution of this Agreement, (the “Effective Date”) and shall terminate on August 31, 2025, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional two (2) year terms, at the sole discretion of the County, by written notice from the County to the Contractor, and PROVIDED, HOWEVER, that the County’s obligations after December 31, 2023 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 B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Annually, the Contractor shall submit to the County a properly executed invoice for the service term, listing the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt. For the 2023-2024 term, the Contractor will provide a credit to the County for the remaining 2022-2023 term of the Snohomish Health District and the County’s current Agreements.

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 \$180,000.00 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. 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.

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: David Baxter
Title: Applications Supervisor
Department: Information Technology
Telephone: (425) 388-3243
Email: David.baxter@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. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

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.

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.

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. 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) Professional Liability: \$1,000,000.

c. 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.

d. 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 cure the same within thirty (30) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the Contractor shall refund the County a pro-rated (by month) portion of the subscription fee for services prepaid in accordance with Section 3 hereof, for the then remaining portion of the annual subscription term.

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

end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within 14 days after the end of the fiscal period.

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.

e. Termination for breach of warranties under Schedule D Section 7.2 is governed by Schedule D Sections 10.3 and 10.4.

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, 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: Pagefreezer Software Inc.
400-311 Water Street
Vancouver, BC V6B 1B8
Peter.callaghan@Pagefreezer.com
Attention: Peter Callaghan / CRO

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 and Order of Precedence. 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.

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

1. Agreement
2. Schedule A Scope of Work
3. Schedule D Services Subscription Terms for Government
4. Schedule B Compensation
5. Schedule C Service Level Agreement

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. In addition to the provisions set forth in Schedule D Section 10.6, 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 Ken Klein Date
Executive Director

Approved as to insurance
and indemnification provisions:


Risk Management Date

PAGEFREEZER SOFTWARE INC:

Peter Callaghan 

April 14, 2023 Date

Approved as to form only:

 April 14, 2023

CRO to the Contractor Date

COUNCIL USE ONLY
Approved 5/10/2023
ECA# 2023-0344
MOT/ORD Motion 23-160

Schedule A
Scope of Work

Section I – Definitions

- a. **Critical Issue** means any issue that (1) severely impacts the County’s ability to use the Software or the Contractor’s ability to provide Services, or (2) has a significant financial impact on the County.
- b. **Functional Specifications** means those specifications as set forth in Attachment 1 to this Schedule A.
- c. **Standard Issue** means any issue that provides an inconvenience to County.
- d. **Support** means technical, maintenance and support services available from Contractor for any Products, Software, Installation and Work provided and/or performed by Contractor to County; accessible either: onsite in person, by telephone, remotely or online via the internet.

Section II – Services

The Contractor shall provide an ISO 27001, SOC 1, and SOC 2 compliant archive solution with a public interface tool for the County’s social media accounts and/or websites including but not limited to: Facebook, Twitter, Instagram, LinkedIn, YouTube, Flickr, Pinterest, TikTok, NextDoor, Nixle, Tumblr, and Vimeo.

Capture and Archiving for Enterprise Collaboration tools such as Chatter, Yammer, Teams, Slack or Workplace by Meta and WeChat are available under a separate license agreement and subject to additional scoping and Enterprise subscription fees which vary by vendor.

1. Contractor Deliverables

The Contractor shall provide all services as described in this Schedule A and Attachment 1 Specifications, including, but not limited to:

- a. Providing a dedicated customer success manager to the County who shall:
 - i. Check in with County staff at regular, agreed upon intervals to provide assistance and any updates to the service.
 - ii. Conduct an annual compliance review to ensure all County requirements are being met.
- b. Providing electronic access to Snohomish Health Department and Snohomish County sites to County authorized administrators.
- c. Merging former Snohomish Health District Pagefreezer account with County account, to include historical data.
- d. Providing the County with 30 days to review and validate the capture based on Contractor’s

- proposed plan.
- e. Rectifying any accounts that are not successfully captured and implemented within 30 days of receiving notice of such from the County.
 - f. Confirming whether specific County accounts are compatible with API or non-API methods.
 - g. Trainings County staff including, but not limited to:
 - i. One (1) onboarding meeting including recording of meeting.
 - ii. One (1) training call including recording of call.
 - iii. Access to the online customer support portal.
 - iv. Access to weekly scheduled training sessions open to all customers.

2. County Deliverables

The County shall:

- a. Provide dedicated staff responsible for:
 - i. Administering the platform
 - ii. Reviewing records on the service
 - iii. Administering the website or social media accounts that are being captured for archiving.
- b. Provide Contractor with specific social media and website account details.

3. Data Archiving and Backups

- a. In addition to terms provided in Schedule D, Contractor warrants that the methods utilized for data archiving (“Archive Methodology”) adhere to all applicable federal, state, county and local laws, ordinances, and codes. Certain social media platforms have terms and conditions that may prohibit archiving methods used by Contractor. The Contractor shall monitor these policies set by social media platforms supported by Pagefreezer. The Contractor shall notify the County within 5 business days if their Archive Methodology is known or becomes known to violate any specific social media platform's terms and conditions of use. At that same time, the Contractor shall also provide the County with alternative Archive Methodology options available, if any, that will not violate the social media platform's terms and conditions.
- b. Backups for all County archived data shall be stored on the Contractor’s distributed, redundant, file system, in secured ISO and SOC certified data centers in Seattle, Washington. Backups shall have a 30-day rotation schedule.

Schedule B
Compensation

Table 1: Services Pricing

<u>Service Description</u>	<u>Cost</u>
Unlimited Records Across 100 Social Media Accounts	\$9,588.00 per year
Website Archiving of 21,000 Pages	\$11,096.00
Total Annual Cost	\$20,684.00

Table 2: Pricing for Additional Social Media Sites and Websites

<u>Sites</u>	<u>Unit of Measure</u>	<u>Rate</u>
Additional Website	Page/Document	\$ 0.16 per page per month
Social Media	Social Media Account	\$11.00 per account per month

Adjustments for overages in Table 2 shall be invoiced monthly in accordance with section 4.1 of Schedule D.

In accordance with section 10.2 of Schedule D, pricing in this Schedule B shall increase annually and be effective at the start of the Renewal Term.

Schedule C

Pagefreezer Service Level Agreement

This Service Level Agreement (the “SLA”) applies to Services purchased from Pagefreezer Software, Inc. (“Pagefreezer” or “We”). This SLA is incorporated into, and forms part of, the terms applicable to your access to and use of the Pagefreezer Services (the “Terms”). Capitalized terms not defined in this SLA have the meanings given to them in the applicable Terms.

1 DEFINITIONS

“**Incident**” means any failure, malfunction or errors of Service in accordance with the specifications as set forth in Attachment 1 and Documentation.

“**Security Incident**” means any unplanned outage or service disruption, data or privacy breach, etc.)

“**Primary Services**” means data collection and archiving (storage and file system), exports, alerts, dashboard (web interface), and admin and end user login.

“**Secondary Services**” means search functionality (includes data indexing and search engine), cases, integrations, user management, settings functionality, authorization notifications, and audit log.

“**Response Time**” means the time between when Pagefreezer is made aware of an Incident by the customer or a system alert and Pagefreezer’s first notification to the customer.

“**Resolution Time**” means the time interval between the time when Pagefreezer starts to resolve the Incident and the final resolution.

2 SCOPE

The information technology covered by this agreement shall comprise:

- All of the production servers used by Pagefreezer;
- All of the operating and networking software required to interconnect or activate the above equipment; • Pagefreezer.com software and all applications operating on the aforementioned servers.

3 SUPPORT SERVICES

Pagefreezer is responsible for the provision of:

- A remote helpdesk service to record and manage all help requests made by the customer via the support@pagefreezer.com, at the support website (<https://support.pagefreezer.com>) or by phone (+1 888-916-3999),
- Remote monitoring & diagnosis of faults reported,
- Remote Engineering support when the fault cannot be resolved immediately.

We’ll acknowledge receipt of all communication from you with an email response. Our support team will direct all requests, inquiries and reporting to the appropriate internal parties to respond. We’ll inform you of steps taken towards the issue and keep a record of all responses.

4 SUPPORT SERVICE AVAILABILITY

Pagefreezer offers several levels of support. The default is “standard support”:

- Standard Support: 9 am - 5 pm PST (8h), 5 days per week
- Extended Support: 8 am EST - 8 pm EST (12h), 5 days per week

- Premium Support: 24 x 7, every day of the year

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Pagefreezer Standard Support and Extended Support shall provide Support Services from Monday to Friday on all days of the year except the following Federal holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Columbus Day
- Thanksgiving Day
- Christmas Day

5 INCIDENT REPORTING AND RESOLUTION TIME

Pagefreezer shall use reasonable endeavors to meet the following times in response to customer's requests for support and reporting of Security Incidents :

Priority	Impact Response Status	Updates/ Frequency	Target Resolution Time
1 - Urgent	An Incident causing an outage of one of the Primary Services that has a critical impact on the function of all customers. No work-around or manual process is available.	1 hr / hourly	1h
2 - High	An Incident causing an outage of one of the Secondary Services, that has a critical impact on the function of all customers. No work-around or manual process is available.	4 hr / 4 hr	4h
3 - Normal	An Incident causing a partial outage or degraded performance of the Services. No work-around or manual process is available.	4 hr / 8 hr	16h
4 - Low	No impact on users. A modification to the Service that We would provide in a future upgrade.	4 hr / n/a	n/a

6 OTHER SUPPORT SERVICE RESOLUTION

Pagefreezer shall use reasonable endeavors to meet the following resolution times for data export, litigation hold, and third-party access requests:

Service Response time	Resolution time
Data Export in native format including digital signatures & timestamps: 8h	3 days
Litigation Hold: 4h	3 days
Third Party Web Access set-up: 8h	3 days

7 ESCALATIONS

Pagefreezer makes every effort to ensure all Incidents raised by customers receive support and attention, and we escalate issues internally as required to resolve issues. We understand that customers may wish to escalate reports of failures, concerns, incidents, and complaints in the case you feel additional support is required.

Please follow the process below of escalation between contacts agreed upon by both parties.

Progressive Procedure	Customers Representative	Pagefreezer Representative	Escalation procedure
First point of contact	Any authorized Pagefreezer user	Support team	support@pagefreezer.com or call +1 604 260 4503
2nd level	Project owners / application administrator	Director of Customer Experience - Jesse Ward	jesse@pagefreezer.com
3rd level	Executive sponsor of the customer	CRO - Peter Callaghan	peter.callaghan@pagefreezer.com

8 REPORTING SECURITY RELATED CONCERNS OR INCIDENTS TO PAGEFREEZER

If you believe you have found a security vulnerability, have any concerns or questions related to privacy, protection of personal data, Pagefreezer's security policies and practices, or any other security related concerns please let us know right away by contacting our Security team at security@pagefreezer.com. Pagefreezer will ensure all security related inquiries, reports or questions are directed to our Security Team who will proceed with the proper response as soon as possible. All reports of security related incidents by external parties are also kept in our records.

Also see our Privacy Policy for an explanation of the information we collect and how it is handled and protected. The most recent version of the Privacy Policy is available on our website, online Help page, and in our web dashboard. If we make material changes to the Privacy Policy, we will indicate the change in the version number and posted date.

More information about our security program: <https://www.pagefreezer.com/pagefreezer-security/>

9 COMMUNICATION

9.1 Notification to Customers

We're committed to keeping customers informed of product updates, any changes to requirements and any security related concerns that may impact your business and the services we provide.

Pagefreezer will inform customers of service outages with notifications posted in its Support portal (<https://support.pagefreezer.com>). Customers can follow notifications that are relevant to them to receive regular updates.

In the event of a confirmed Security Incident Pagefreezer will notify affected parties directly by email in line with requirements of our Information Security Communications Policy.

9.2 System Changes

Product changes are provided to customers on the Pagefreezer product updates page on the dashboard, in quarterly newsletters by email, and open weekly training webinars.

9.3 Change to Services

In the event that the Services change, an addendum to the contract is to be executed by both parties.

9.4 Planned Downtime and Service Disruptions

Pagefreezer will inform customers of all planned downtime with notifications posted in our Support portal (<https://support.pagefreezer.com>). Customers can follow notifications that are relevant to them to receive regular updates. We will provide at minimum of 2 business days of notice for planned downtime.

Schedule D

Pagefreezer Services Subscription Terms for Government

Pagefreezer Subscription Terms and Conditions

ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT AND ITS SCHEDULES, CREATES A CONTRACT (THE “AGREEMENT”) BETWEEN YOU (“END-USER”) AND PAGEFREEZER SOFTWARE INC. (“PAGEFREEZER”) EACH A PARTY AND TOGETHER THE “PARTIES”. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

These Terms and Conditions were last updated on 14 February 2022 and are effective immediately upon the Effective Date of the Master Agreement.

1 DEFINITIONS

”Applicable Law and Regulation” means any applicable law, rule, regulation, governmental order or decree or any legal or administrative process or proceeding.

“Affiliates” means any corporation, company and/or business entity directly or indirectly controlled by, controlling or under common control with a signatory of this Agreement; “Control” means ownership of more than 50% of the total issued share capital of such entity or being entitled to appoint one or more directors to the board of directors of such entity.

“End-User Data” means any and all information, content and electronic data owned or licensed, controlled and/or processed by the End-User that will be archived and stored by Pagefreezer on behalf of the End-User and/or captured and downloaded by the End-User, relevant to the provision of Services.

“Knowledge Base” means the online resources for the use of Services, accessible via <https://www.Pagefreezer.com/support/>, as updated from time to time. The End-User will have access to guidance resources to ensure the most enhanced use of Services and status updates in relation to planned outages, software updates, unforeseen Service breaks and/or incidents relating to the use of Services.

“Malicious Code” means internet or computer viruses, trojan horses, worms, salamis, back doors, logic bombs, time bombs, cancelbots, malwares, trapdoors, or any other harmful or malicious software codes, computer instructions, programming routines, or computer routines

that may damage, vandalize, subvert, disrupt, disable, detrimentally interfere with, surreptitiously intercept, shut down or expropriate computer systems including its security data, user data or personal information.

“Services” means those Services purchased by the End-User which are specifically outlined in the Master Agreement and its Schedules; more broadly, the Services made available by Pagefreezer being Website, Social Media, enterprise collaboration messaging archiving and End-User support provided by Pagefreezer for the End-User via <https://www.Pagefreezer.com/support/>.

“Websites” means world wide websites registered to the End-User and/or its Affiliates and which have been registered by the End-User for use of the Services and for which Subscriptions to a Service have been purchased.

“Social Media” means social media and enterprise collaboration network accounts and/or profiles which are registered to the End-User and/or its Affiliates and which have been registered for use of the Services and for which Subscriptions to a Service have been purchased.

“Sitemap” means a sitemap.xml listing all links and modification dates in your website, which is published on your website and maintained by the End-User according to the specifications outlined on <https://www.sitemaps.org/index.html>

“Subscription” means the Services outlined in the Master Agreement and its Schedules are purchased on a Subscription basis for the Subscription Term.

“Subscription Term” means the period of which the provision of Services are agreed as specified in, and maybe renewed in accordance with, Section 2 of the Master Agreement.

2 PURCHASED SERVICES

2.1 Provision of Purchased Services. Pagefreezer shall make the Services available to the End-User pursuant to this Agreement during a Subscription Term. The End-User agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Pagefreezer regarding future functionality or features.

2.2 Subscriptions. Services are purchased as Subscriptions, additional Subscriptions may be added to an existing Subscription Term at any time during such term and shall be prorated; (ii) the added Subscriptions shall renew subject to s10.2 of this Schedule D unless otherwise cancelled; and (iii) Subscriptions may be reassigned to a new Website or Social Media account(s) replacing a former Website which no longer requires ongoing use of the Services.

3 USE OF THE SERVICES

3.1 Pagefreezer Services.

3.1.1 Pagefreezer shall provide the Services as specified in the Master Agreement and its Schedules subject to the following requirements, (i) the End-User will be onboarded and provided information on the use of the Services and End-User support processes in addition to a demonstration of the Knowledge Base for guidance resources and updates on the ongoing Services and (ii) the Pagefreezer Services store and back-up the archived data in a designated Pagefreezer datacenter (which are located in the USA, Canada and the Netherlands). During the period of Subscription Pagefreezer will not override, change or destroy any archived copy except in connection with migrating the archive to another storage device and only after a copy has been placed on such storage device to which the archive is being migrated.

3.1.2 Access to certain portions of the Services requires registering an account with Pagefreezer (each, an “**Account**”). Following verification of your identity, the End-User shall select a username and password (“**Login Information**”) for their Account. The End-User is responsible for managing and ensuring the security, confidentiality and authorized use of its Account’s Login Information and are prohibited from sharing its Login Information or its Account. Pagefreezer strongly recommends that the End-User keep Login Information confidential, and the End-User shall notify Pagefreezer promptly of unauthorized access or use of its Account. In the event Pagefreezer, at its sole discretion, considers the End-User’s Account to be vulnerable or to have been accessed or used inappropriately it may immediately cancel and terminate access to the Account without notice.

3.2 Litigation Hold. If the End-User wishes to place a litigation hold on some or all of the End-User Data archived by Pagefreezer for Services limited to Social Media this can be done by the End-User directly via the Account, for Services that include Website please send an email to support@Pagefreezer.com identifying the pages and dates to be held or provide notice using the web form made available on our website. Within one (1) business day after receipt of a request, we will confirm that we have received your request by sending an email to the relevant email address we have on file. Within two (2) business days after receipt of a request, we will flag those pages and dates so that they are identified as not to be deleted and confirm to you by email that the request has been completed. Within three (3) business days after the receipt of a request, We will export the pages and dates identified by you from the archives stored on our servers (the cost of this Service is price per gigabyte of the data exported). We will export the data in a printable format and/or its native format including the digital signatures and timestamps. We may change the process for implementing a litigation hold and shall update the Knowledge Base from time to time accordingly. Please consult the Knowledge Base for up to date information on these procedures.

3.3 Your Responsibilities. The End-User shall (i) be responsible for making each Website or Social Media available for archiving by Pagefreezer, (ii) be solely responsible for the accuracy, quality, integrity and legality of End-User Data and of the means by which the End-User acquired End-User Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Pagefreezer promptly of any such unauthorized access or

use, (iii) ensure that all Website pages or Social Media accessed by our Services are accessible from Internet without restrictions and that Pagefreezer software and Services are granted access to all of your Websites or Social Media, (iv) ensure that its Website contains a valid XML Sitemap, which is updated at least once per day containing an accurate list of all web page URLs in its Website that it requires Pagefreezer to access for the purpose of providing the selected Services, (v) specify your Websites or Social Media to be within the scope of our Services, ensure that your Websites or Social Media and each individual page within the scope of our Services are accessible to our software and Services and resolve any network problems, server overload or availability problems, or any other technical issues that may affect the accessibility and availability of your Websites or Social Media, (vi) arrange for any export of data from the archives stored on our server that you wish to obtain, (vii) use the Services only in accordance with the guidance found at the Knowledge Base and Applicable Law and Regulation, (viii) request an export of End-User Data from our servers after the termination of this Agreement subject to s10.5 (Return of Your Data) and (ix) be responsible for verifying and ensuring that under Applicable Law and Regulation the data generated by our Services are admissible in court proceedings or any other legal proceedings that you may wish to utilize the data. The End-User shall not store anything on its Websites or Social Media registered for Services that Pagefreezer cannot lawfully copy.

3.4 Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls permitted to make against our application programming interface. Any such limitations are specified in this Agreement and as can be found in the Knowledge Base guidance resources. The Services provide real-time information to enable the End-User to monitor compliance with such limitations.

3.5 Third Party Services. For Services that Pagefreezer provides that capture data collected from Youtube, the Youtube Terms of Service ([YouTube Terms of Service](#)) and the Google Privacy Policy ([Privacy & Terms – Google](#)) apply.

4 FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees. The End-User shall pay all fees specified in Schedule B except as otherwise specified herein (“**Subscription Fees**”), (i) Subscription Fees are payable as specified in Schedule B but for avoidance of doubt where a currency is not specified all Subscription Fees shall be payable in United States Dollars (USD) excluding any applicable taxes (ii) Subscription Fees are based on Services purchased and not actual usage, (iii) payment obligations may not be canceled and Subscription Fees paid are non-refundable, and (iv) the number of Websites or Social Media Subscriptions purchased cannot be decreased during the relevant Subscription Term. Subscription Fees are based on monthly periods that begin on the on the Effective Date triggering the start of the Subscription Term and each monthly anniversary thereof; fees for Subscriptions added at any time during a monthly period will be charged for that full monthly period and then for the following monthly periods that remain in the Subscription Term.

4.2 Invoicing and Payment. We will invoice the End-User in advance. Invoiced charges are due 30 days from receipt of a properly executed invoice. The End-User is responsible for providing and maintaining complete and accurate billing and contact information.

4.3 Overdue Charges. Any payment not received within 30 days from receipt of a properly executed invoice, after provision of written notice of such payment default and ten (10) business days to cure such default at Pagefreezer's discretion will be subject to (a) accrued late interest at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law (whichever is lower) from the date such payment was due until the date of payment and/or (b) a condition on future Subscription renewals on payment terms shorter than those specified in s4.2 of this Schedule D (Invoicing and Payment).

4.4 Suspension of Service and Acceleration. If any amount owing by the End-User under this or any other Agreement for Services is 30 or more calendar days overdue, and after provision of written notice of such payment default and allowing ten (10) business days to cure such default Pagefreezer may, without limiting any other rights and remedies, accelerate any unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend any and all Services to the End-User until such amounts are paid in full.

4.5 Payment Disputes. Pagefreezer shall not exercise its rights under s4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and the End-User is cooperating diligently to resolve the dispute.

4.6 Taxes. Unless otherwise stated, Subscription Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). The End-User is responsible for paying all Taxes associated with all purchases hereunder. If Pagefreezer has the legal obligation to pay or collect Taxes for which the End-User is responsible under this section, the appropriate amount shall be invoiced to and paid by the End-User, unless it provides Pagefreezer with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Pagefreezer is solely responsible for taxes assessable against it and based on its income, property and employees.

5 PROPRIETARY RIGHTS

5.1 Pagefreezer Property.

5.1.1 Subject to the limited rights expressly granted under the Agreement, Pagefreezer retains all rights, title and interest in the Service, including but not limited to copyrights, copyrightable works, patents, patent rights, trademarks, trade names and trade secrets ("**Intellectual Property Rights**"). The Agreement does not convey any right, title or interest in, or constitute the sale of any right to the Service or any related software used as part of the performance of the Service.

5.1.2 The End-User shall not (i) permit any third party to access the Services except as explicitly permitted by this Agreement, create derivative works based on the Services; (ii) copy, frame or

mirror any part or content of the Services, other than copying or framing on its own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Services; or (iv) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services.

5.2 End-User Property. The End-User retains all right, title and interest in any End-User Data that you upload or share through the Service. The Agreement does not convey any right, title or interest in, or constitute the sale of any right to End-User property, and the End-User represents and warrants that all consents, licenses and rights necessary to license its property are obtained prior to sharing any of its property with Pagefreezer. Pagefreezer shall not use or access End-User property except in connection with the Service and you hereby grant us a limited and revocable license to your property under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property rights you own or control to use, display, modify, record, translate, transmit or otherwise exploit in order to facilitate the provision of Service together with a non-exclusive right to End-User trademarks and logos for use strictly in Pagefreezer marketing and to promote that the End-User is using Pagefreezer Services. The End-User sends and shares its property at its own risk.

5.3 Suggestions. The End-User grants Pagefreezer a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the End-User relating to the operation of the Services.

6 DATA PROTECTION & ACCEPTABLE USE

6.1 Use of Pagefreezer Services is subject to the Privacy Policy which can be found here <https://www.Pagefreezer.com/privacy-policy/>

6.2 Use of Pagefreezer Services is subject to the Acceptable Use Policy which can be found here <https://www.Pagefreezer.com/acceptable-use/>

7 REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

7.1 Pagefreezer Representations. Pagefreezer shall make the Purchased Services available on a daily basis except in the event of planned downtime and any unforeseen software update requirements which will be notified to the End-User via the Knowledge Base. We will provide the Purchased Services only in accordance with Applicable Law and Regulation.

7.2 Pagefreezer Warranties

7.2.1 Pagefreezer represents, warrants and covenant that the Services (and any parts and materials thereof) will (i) be delivered by competent personnel in a professional and workmanlike manner, according to best practice industry standards; (ii) be of good material and workmanship; (iii) be sufficient and fit for purpose; (iv) be performed in compliance with the requirements of Applicable Law and Regulation; (v) do not infringe or misappropriate any United States or foreign patent, trademark, trade secret, copyright or any other proprietary, Intellectual

Property, industrial property, or contract right held by any third party; (vi) will comply with all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data collection, privacy, security and other business practices; (vii) will not otherwise expose either party to criminal or civil liability, and (viii) materially conform with the specifications (if any) set forth in the description of the Services and be consistent with any samples of Services provided.

7.2.2 Pagefreezer represents, warrants, and covenant that: (i) performance under this Agreement shall at all times conform to prevailing professional and ethical standards; (ii) due care and commercially reasonable efforts shall be utilized in the performance of this Agreement; and (iii) we are under no obligation or restriction that would conflict with our provision of Services.

For any breach of either such warranty, Your exclusive remedy shall be as provided in s10.3 (Termination for Cause) and s10.4 of this Schedule D (Refund or Payment upon Termination) below.

7.3 End-User Representations. The End-User represents and warrants that: (a) all necessary information is provided to us during your use of Purchased Services; (b) it has authority to provide such information to us; and (c) it has authorization to make payments using the payment details provided. The End-User agrees to provide us with documents to verify identity and personal or business details upon request. Any information that we collect from you is subject to the Pagefreezer Privacy Policy.

7.4 End-User Warranties.

7.4.1 The End-User warrants that it owns the Website and Social Media registered for Services. By registering for Services, you warrant that you have the right to, and hereby grant, Pagefreezer permission to access your Websites or Social Media with Services, including, but not limited to, archiving your Website, sub-sites, Website pages and/or Social Media.

7.4.2 The End-User shall not (i) permit any third party to access the Services except as permitted in the Agreement, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on End-User intranets or otherwise for the End-User's internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to build a competitive product or service or to copy any features, functions or graphics of the Services.

7.5 Mutual Warranties. Each Party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) will not intentionally transmit to the other party any Malicious Code. Each party will utilize reasonable efforts to detect and remove Malicious Code from any materials subject to this Agreement by using virus scanning or other similar tools and techniques.

7.6 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND

EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS.

8 MUTUAL INDEMNIFICATION

8.1 Indemnification by Pagefreezer. Pagefreezer shall defend the End-User against any claim, demand, suit, or proceeding (“**Claim**”) made or brought against them by any third party alleging that the use of the Services as permitted by the Agreement infringe or misappropriate the intellectual property rights of such third party, and shall indemnify the End-User for any damages finally awarded against, and for reasonable attorney’s fees incurred by it in connection with any such Claim; provided, that the End-User (a) promptly provide Pagefreezer with written notice of the Claim; (b) give Pagefreezer sole control of the defense and settlement of the Claim (provided that we may not settle any Claim unless the settlement unconditionally releases you of all liability); and (c) provide Pagefreezer all necessary and reasonable assistance, at Pagefreezer’s expense.

8.2 Indemnification by the End-User. The End-User shall defend Pagefreezer against any Claim made or brought against them by a third party alleging that End-User Data, or the End-User’s use of the Services in violation of this Agreement, infringe or misappropriate the intellectual property rights of such third party or violate Applicable Law and Regulation, and shall indemnify Pagefreezer for any damages finally awarded against, and for reasonable attorney’s fees incurred by them in connection with any such Claim; provided, that Pagefreezer (a) promptly provide written notice of the Claim; (b) give sole control of the defense and settlement of the Claim (provided that you may not settle any Claim unless the settlement unconditionally releases Pagefreezer of all liability); and (c) provide the End-User with all necessary and reasonable assistance, at the End-User’s expense.

9 LIMITATION OF LIABILITY

9.1 Disclaimer. THE SERVICE IS PROVIDED TO THE END-USER “AS IS” AND PAGEFREEZER AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, THE “**COMPANY PARTIES**”), DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR COMPLIANCE WITH LAWS WITHIN THE END-USER’S JURISDICTION. WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES MAKE NO REPRESENTATION OR WARRANTY THAT USE OF THE SERVICE WILL NOT INFRINGE ANY COPYRIGHT, PATENT, TRADEMARK LAW OR OTHER RIGHTS HELD BY A THIRD PARTY. FURTHER AND WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE, SERVICES PERFORMED AND PRODUCTS PROVIDED BY THE COMPANY PARTIES OR OTHER THIRD PARTIES,

WILL COMPLY WITH APPLICABLE LAWS WITHIN THE END-USER JURISDICTION, MEET END-USER REQUIREMENTS, NOT CAUSE DAMAGE TO THE END-USER, IT'S PROPERTY OR PROPERTY OF OTHERS, OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ERROR FREE OR WILL NOT HARM YOUR COMPUTER OR MOBILE DEVICE OR RESULT IN LOST DATA. THE COMPANY PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING: (A) SATISFACTION WITH THE SERVICES; (B) THAT THE SERVICES WILL ALWAYS BE AVAILABLE AND ERROR FREE; OR (C) THAT THE COMPANY WILL PROMPTLY RESPOND TO ANY INQUIRIES OR SUBMISSIONS. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY THE COMPANY PARTIES WILL CREATE ANY WARRANTY AND YOU SHALL NOT RELY EXCLUSIVELY UPON SUCH ADVICE OR INFORMATION. YOU BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SERVICE. NOTHING IN THIS SECTION 9 SHALL AFFECT THE WARRANTIES SET FORTH IN SECTION 7.2.

9.1 Limitation of Liability. THE COMPANY PARTIES SHALL NOT BE LIABLE TO THE END-USER FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR IN CONNECTION TO THE SERVICE OR THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES. TO THE EXTENT THAT THE ABOVE LIMITATION OF LIABILITY IS NOT APPLICABLE IN YOUR JURISDICTION, ANY CLAIM THAT YOU MAY HAVE AGAINST THE COMPANY PARTIES MUST BE COMMENCED NO LATER THAN SIX (6) MONTHS AFTER THE DAY ON WHICH THE CLAIM IS DISCOVERED OR OUGHT TO HAVE BEEN DISCOVERED BY THE END-USER.

9.2 Maximum Aggregate Liability. THE MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACT OR THE USER TERMS (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY END-USER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING WILL NOT LIMIT END-USER'S PAYMENT OBLIGATIONS UNDER s4 OF THESE TERMS AND CONDITIONS.

9.3 Additional Limits on Our Liability. We are not responsible for: the End-User's (i) Website or any Website pages or Social Media data being excluded from the Services due to the access limits placed on Website, sub-site, page, Social Media and/or End-User Data, (ii) any missing webpages or data in the Website archive if your Sitemap is not available or not updated with an accurate list of your Website URLs at least once per day, (iii) Website, any sub-site, page, Social Media and/or End-User Data excluded from the Services due to not being specified by the End-User as being in scope of Services, (iv) Website, any sub-site, page, Social Media and/or End-User Data excluded from the Services due to Internet and/or network problems, a server overload, availability, and/or accessibility problems, or due to any other technical problems that may affect availability and/or accessibility of the End-User Website, any sub-site, page, Social Media and/or End-User Data, (v) any negative effect on the End-User by the Pagefreezer Website being offline from time to time for maintenance, (vi) loss of End-User Data

after the termination of this Agreement where the End-User has failed to request an export of End-User Data from Pagefreezer systems within the data hold period specified in s10.5 (Return of Your Data), (vii) refusal for any court, law enforcement agency, or dispute resolution venue to accept or recognize for any purpose the data generated by the Services and (viii) limitations to collect certain data sets or messages from Social Media accounts due to limitations that Social Media providers put on their Social Media APIs to access such data sets or messages, or rate limitations imposed by Social Media vendors on their APIs.

9.4 End-User Waiver. The End-User hereby waives and shall not assert any claim, suit, demand, proceed or allegation of any nature whatsoever against the Company Parties (or any of their respective officers, directors, managers, employees or contractors) arising out of or in connection to the use of the Service and the Company Parties are not liable for any special, indirect, incidental, exemplary, punitive, or consequential damages.

10 TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences upon execution of the Master Agreement and continues for the duration of the Subscription Term and any subsequent Renewal Term(s).

10.2 Renewal & Cancellation of Subscriptions. (i) The Subscription Term may be renewed in accordance with Section 2 of the Master Agreement, unless either party gives the other written notice of cancellation at least 90 calendar days before the end of the applicable Subscription Term; (ii) The per-unit pricing during any such Renewal Term shall be the same as that during the Subscription Term unless Pagefreezer have provided written notice of price amendments at least 90 days before the end of the Subscription Term, in which case any amendments to the pricing shall be effective at start of the Renewal Term and shall continue thereafter; and (iii) Any increase to pricing shall not exceed 5% over the pricing agreed for the Subscription Term.

10.3 Termination for Cause. Either Party may terminate this Agreement (i) upon 30 days written notice of a material breach if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination. (i) Upon cancellation of Services in the event of termination for convenience subject to 10.2 Pagefreezer shall not refund the End-User any prepaid fees covering the remainder of the Subscription Term or any current Renewal Term owing from the date of cancellation to the end of any such Subscription or Renewal Term (“**Cancellation Date**”); (ii) Upon Termination For Cause by Pagefreezer the End-User shall pay any pro-rated share of unpaid fees covering the remainder of the Subscription Term or any relevant Renewal Term immediately from the date of notice of termination to the expected expiration date of any such Subscription or Renewal Term (“**Termination Date**”), or in the event

fees are prepaid by the End-User, Pagefreezer shall refund any pro-rated share of prepaid fees covering the remainder of the Subscription Term from the point of the Termination Date, deducting any associated remedies owed by the County to Pagefreezer; (iii) In no event shall any cancellation or termination relieve the End-User of the obligation to pay any fees payable to Pagefreezer for the period prior to the Cancellation Date or Termination Date whichever should apply.

10.5 Return of Your Data. (i) Any request for return of End-User Data must be made no later than 30 calendar days after the Termination or Cancellation Date and shall be subject to applicable fees (“**Data Export Fees**”); (ii) Pagefreezer will make available to the End-User a downloadable file End-User Data in the native file formats along with attachments in their native formats; (iii) Return of Data shall be subject to Data Export Fees at the following rate: \$500.00 (five hundred United States Dollars) for the first 200GB (200 GigaBytes) and then \$50.00 (fifty United States Dollars) for every 10GB (10 GigaBytes) thereafter; (iv) If a request for return of data is not made within the 30 day period post either the Termination or Cancellation Date, Pagefreezer shall have no obligation to maintain or provide any End-User Data and may at our own discretion and when permitted by Applicable Law and Regulation, delete all End-User Data without notice or confirmation; (v) Should the End-User elect to purge all End-User Data and require confirmation or destruction on or before a specific date, Pagefreezer shall destroy the Data and provide the End-User with a Certificate of Destruction for a one-time fee of \$300.00 (three hundred United States Dollars).

10.6 Surviving Provisions. s4 (Fees and Payment for Purchased Services), s5 (Proprietary Rights), s7 (Representations, Warranties and Disclaimer), s8 (Mutual Indemnification), s9 (Limitation of Liability), s10.4 (Refund or Payment upon Termination), s10.5 (Return of Your Data) 11 (Notices), s12 (Governing Law and Jurisdiction) and s13 (General) shall survive any termination or expiration of this Agreement.

11 GENERAL PROVISIONS

11.1 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports.

11.2 Relationship of the Parties. This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The Parties are performing their obligations under these Terms and Conditions as independent contractors. At no time will either Party have any right, power or authority to create any obligation or responsibility on behalf of the other Party.