

**SOFTWARE as a SERVICE
(SaaS) AGREEMENT
BETWEEN Snohomish
County and EasyVista**

Contents

I. DEFINITIONS..... 2

II. SCOPE OF AGREEMENT..... 6

III. SERVICES..... 7

IV. TERM OF AGREEMENT..... 9

V. TERMINATION..... 9

VI. ACCEPTANCE TESTING..... 10

VII. PRICE AND PAYMENT..... 11

VIII. CONFIDENTIALITY AND PUBLIC DISCLOSURE..... 11

IX. WARRANTY PROVISIONS..... 12

X. COUNTY DATA..... 15

XI. INDEMNIFICATION..... 16

XII. INSURANCE..... 18

XIII. MISCELLANEOUS..... 19

A. OBLIGATIONS THAT SURVIVE TERMINATION..... 19

B. AMENDMENTS..... 19

C. ASSIGNMENT AND TRANSFER..... 19

D. INDEPENDENT CONTRACTOR..... 20

E. ACCEPTANCE AND REMOVAL OF CONTRACTOR PERSONNEL AND SUBCONTRACTORS..... 20

F. COMPLIANCE WITH LAWS..... 20

G. NON DISCRIMINATION..... 21

H. SECURITY, ACCESS, AND SAFETY REQUIREMENTS..... 21

I. GOVERNING LAW AND VENUE..... 21

J. APPLICABILITY OF UNIFORM COMMERCIAL CODE..... 22

K. NO WAIVER..... 22

L. FORCE MAJEURE..... 22

M. COVENANT OF GOOD FAITH..... 22

N. THIRD PARTY BENEFICIARIES..... 22

O. NO CONSTRUCTION AGAINST DRAFTER..... 23

P. NOTICES..... 23

Q. ACCESS TO BOOKS AND RECORDS..... 23

R. SOURCE CODE ESCROW..... 23

S. SEVERABILITY..... 24

T. INCORPORATION OF EXHIBITS..... 24

U. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE..... 24

**SOFTWARE as a SERVICE (SaaS) AGREEMENT BETWEEN
SNOHOMISH COUNTY AND EasyVista, Inc.**

THIS SaaS AGREEMENT is made this 23rd day of Sept, 2019, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County") and EasyVista, Inc. incorporated under the laws of the State of Delaware, and duly licensed to conduct business in Washington State (the "Contractor").

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

I. Definitions

- A. Acceptance** means: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor has provided the County a written notice stating that all Material Defects have been corrected; and (c) the County has notified the Contractor in writing that all acceptance testing for the System has been completed successfully in accordance with the terms of this Agreement. Nothing else, including payment for any portion of the System or the County's use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.
- B. Acceptance Criteria** means the requirements set out in the Statement of Work.
- C. Account** means an account enabling a person to access and use the Hosted Services.
- D. Actual Uptime** shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

- E. Agreement** means this agreement including any Schedules, Exhibits, or Attachments thereto and any subsequent amendments;
- F. Authorized User(s)** means County employees or contractors who are authorized to use the Service and have been supplied a concurrent license.
- G. Business Day** means any weekday other than a bank or federal holiday in the USA.
- H. Business Hours** means the hours of 8:00 a.m. to 5:00 p.m. PST on a Business Day.
- I. Confidential Information** means:
- Any information disclosed by, or on behalf of, either Party during the term of this Agreement whether disclosed in writing, orally, or otherwise, that at the time of disclosure:
1. Was marked or described as “confidential”; or
 2. Should have been reasonably understood by the receiving Party to be confidential; and
 3. The County Data
- J. County Data** means all data, works and materials: used, processed, generated, uploaded to, or stored on, the Platform by the County; transmitted by the Platform at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the Platform; or generated by the Platform as a result of the use of the Services by the County.
- K. Critical Defect** means any Defect that (1) severely impacts the County’s ability to use the Software or the System or the Contractor’s ability to provide Services, or (2) has a significant financial impact on the County.
- L. Customer Data** means (i) all data provided to EasyVista by the Customer to use the Software, and (ii) data created by the Customer through use of the Software.
- M. Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Technical Support Levels.
- J. Deliverables** means the Hardware, Software, Documentation, and Services to be delivered under this Agreement.
- K. Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Hosted Services; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional,

operational, and/or performance capabilities of the System and/or any Hosted Services, including but not limited to the Functional Specifications and Hosted Services Acceptance Plan; and (c) any other Deliverable that is not Hardware or Software. Documentation shall not include Source Code.

- L. Effective Date** means the date of mutual execution of this Agreement.
- M. Emergency Maintenance Services** are critical changes for the security or performance of the Platform or Hosted Services to eliminate risk and optimize integrity.
- N. End User** means any user of the Service.
- O. Hosted Services** is specified in the Hosted Services Specification, which will be made available by the Contractor to the County as a service via the internet in accordance with this Agreement.
- P. Hosted Services Defect** means any defect, error or bug in the Platform having a material adverse effect on the appearance, operation, functionality or performance of the Hosted Services, but excluding any defect, error or bug caused by or arising as a result of:
1. any act or omission of the County or any person authorized by the County to use the Platform or Hosted Services;
 2. any use of the Platform or Hosted Services contrary to the Documentation, whether by the County or by any person authorized by the County;
 3. a failure of the County to perform or observe any of its obligations in this Agreement; and/or
 4. an incompatibility between the Platform or Hosted Services and any other system, network, application, program, hardware or software not specified as compatible in the Hosted Services Specification.
- P. Hosted Services Specification** means the specification for the Platform and Hosted Services set out in Exhibit B (Technical Support Levels) and in the Documentation;
- Q. Intellectual Property Rights** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information,

trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights and patents);

- R. Maintenance Services** means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;
- S. Maintenance Window** shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Contractor shall maintain the Services.
- T. Mobile App** means the mobile application known as Service Apps that is made available by the Contractor through the internet;
- U. Performance Standards** means, collectively the warranties and Service Levels set forth in Exhibit [B].
- V. Platform** means the platform managed by the Contractor and used by the Contractor to provide the Hosted Services, including the application and database software for the Hosted Services, the system and server software used to provide the Hosted Services, and the computer hardware on which that application, database, system and server software is installed;
- W. Response Time** shall mean the interval or time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User.
- X. Scheduled Downtime** shall mean the total minutes in the reporting month represented by the Maintenance Window.
- Y. Scheduled Uptime** shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.
- Z. Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and

Maintenance Services, Hosting Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.

- AA. Service Level Credits** means compensation due from the Contractor to the County for failure to meet the Technical Support Levels listed in Exhibit [B].
- BB. Technical Support Levels** means the standards set forth in Exhibit [B];
- CC. Software** means the standard software including all upgrades, maintenance releases, bug fixes or patches, and other modifications provided under this Agreement.
- DD. Support Services** means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;
- EE. Supported Web Browser** means the current release from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari and other major browser products that the Contractor agrees per Documentation shall be supported;
- FF. System or Hosted Services Acceptance Plan** shall mean that plan set forth in Phase 1 of Exhibit [A].
- GG. Total Transactions** shall mean the total of Transactions occurring in the reporting month.
- HH. Total Problems** shall mean the total of incidents occurring in the reporting month as stated in Exhibit B.
- II. Transaction of Transactions** shall mean Services web page loads, Services web page displays, and Authorized User Services requests.
- JJ. Update** means a hotfix, patch or minor version update to any Platform software.
- KK. Upgrade** means a major version upgrade of any Platform software.
- LL. Warranty Period** means the period commencing upon Acceptance and continuing for one (1) year.

II. Scope of Agreement.

The purpose of this Agreement is to Grant a license to the County so that its Authorized Users may access and use Contractor's online Information Technology Service Management (ITSM) solution that leverages the ITIL framework. The scope of services is as defined in Exhibit A (Scope of Work) attached hereto and by reference made a part hereof. This Agreement is the product of County *RFP No. 051-18SB IT Service Management (ITSM) System.*

- A. Scope.** This Agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Deliverables.
- B. Turn-key Basis.** The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a “turn-key basis.” This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

III. Services.

A. Hosted Services.

In consideration of the fees described in this Agreement, the Contractor agrees to provide the County with access to the Service. Specific components of the Service to be provided to the County are as outlined in this Agreement and all Exhibits attached or incorporated

1. The Contractor shall create an Account for the County and shall provide to the County login details for that Account on the Effective Date.
2. **Software License.** The Contractor hereby grants to the County a worldwide, non-exclusive right to run and operate the Hosted Services to process its data for internal purposes, for the duration of the term of the Agreement. The license grant shall apply to all versions of the Software provided under this Agreement.
3. **Delivery of the Software.** The Software shall be delivered to the County on a single occasion, in the form of a single identification key containing a single code, sent by email. The issue date constitutes evidence of delivery.
4. The Contractor will describe the initial data storage provided and any storage related fees or limits on data storage in the Exhibit [C].
5. The license granted by the Contractor to the County under Clause 6.B is subject to the following limitations: the Hosted Services may only be used by the officers, employees, agents, and subcontractors of the County and must not be used at any point in time by more than the number of concurrent users specified in Schedule 1 (Hosted Services particulars), providing that the County may add or remove concurrent user licenses in accordance with the procedure set out therein.
6. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the license granted by the Contractor to the County under Clause 6.B is subject to the following prohibitions:

- a. the County must not sub-license its rights to access and use the Hosted Services;
 - b. the County must not permit any unauthorized person to access or use the Hosted Services;
 - c. the County must not use the Hosted Services to provide services to third parties;
 - d. the County must not republish or redistribute any content or material from the Hosted Services except as required by law; and
 - e. the County must not make any alteration to the Platform except as permitted by the Documentation.
7. The County shall use reasonable endeavors, including reasonable security measures relating to Account access details, to ensure that no unauthorized person may gain access to the Hosted Services using an Account.
8. The Contractor shall use reasonable endeavors to maintain the availability of the Hosted Services to the County.
9. Downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
- a. A Force Majeure Event;
 - b. A fault or failure of the internet or any public telecommunications networks;
 - c. Any breach by the County of this Agreement; or
 - d. Scheduled maintenance carried out in accordance with this Agreement.
9. The County must not use the Hosted Services in any way that causes, or may cause, damage to the Hosted Services or Platform or impairment of the availability or accessibility of the Hosted Services.
10. The County must not use the Hosted Services:
- a. In any way that is unlawful, illegal, fraudulent or harmful; or
 - b. In connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
11. The County has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term.

B. Maintenance Services.

1. Contractor shall provide the Maintenance Services to the County for the term of the Agreement.
2. Contractor shall give the County at least five (5) Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Hosted Services or are likely to have a material negative impact upon the Hosted Services, without prejudice to the Contractor's other notice obligations under this Agreement. Emergency Maintenance Services in the County's best interest may be applied without any prior written notice.
3. Contractor shall give the County at least sixty (60) Business Days' prior written notice of the application of an Upgrade to the Platform. In addition, Contractor shall provide the County with a test version of the upgraded Platform at least thirty (30) Business Days' prior to the migration to the new version.
4. Contractor shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in the Contractor's industry.
5. Contractor may suspend the provision of the Maintenance Services if any amount due to be paid by the County to the Contractor under this Agreement is overdue, and the Contractor has given to County at least thirty (30) days written notice of an undisputed invoice, following the amount becoming overdue, of its intention to suspend the Maintenance Services on this basis.

C. Support Services.

1. Contractor shall provide Support Services to the County during the term of the Agreement.
2. Contractor shall make available to the County a helpdesk to provide Technical Support as described in Exhibit [B] attached hereto and incorporated by this reference.
3. Contractor shall provide the Support Services in accordance with the standards of skill and care reasonable expected from a leading service provider in the Contractor's industry.
4. County may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the County must not use the helpdesk for any other purpose.
5. Contractor shall respond promptly to all requests for Support Services made by the County through the helpdesk.

6. Contractor shall provide the Services according to the performance criteria and Technical Support Levels set forth in Exhibit [B].
7. In the event that the Contractor fails to meet the Technical Support Levels, the County shall be entitled to receive from the Contractor Service Level Credits. The County shall have the right to set off any undisputed amounts owed to the Contractor against any Service Level Credits assessed by the County against the Contractor.

D. Training Services.

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

IV. Term of Agreement.

Term of Agreement. The initial term of the Agreement shall commence upon mutual execution and continue for five (5) years from the date of Acceptance of the System, and may be extended by the County for five (5) additional one (1) year terms by providing thirty (30) days' written notice pursuant to Section 15(P).

- A. After the Warranty Period, ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.
- B. The maximum term for this Agreement, consisting of the initial term and all additional term(s), is ten (10) years from Acceptance.

V. Termination.

A. Termination for Convenience. The County for its convenience may terminate this Agreement, in whole or in part, after three (3) years from the date of execution by providing sixty (60) days written notice pursuant to Section 13 (P) to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice, and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof for partially completed items, but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request for termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to

review for reasonableness and compliance with the Agreement, applicable laws and regulations.

- B. Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.
- C. Data on Termination.** Upon termination of this Agreement, Contractor shall, within seven (7) business days following the termination of this Agreement, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), with a final extract of the County Data in the format specified by County. Further, Contractor shall certify to County the destruction of any County Data within the possession or control of Contractor but such destruction shall occur only after the County Data has been returned to County. This Section shall survive the termination of this Agreement.
- D. 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.
- E. Termination for Material Breach.** Where either Party breaches its contractual obligations, the other Party shall issue a formal enforcement notice, by registered letter with acknowledgement of receipt, explaining the nature of the breach (es). Where such notice remains unheeded for thirty (30) calendar days, the notifying Party may terminate the Agreement. This Agreement shall be terminated automatically at the end of the notice period, where the breach (es) remain(s) uncured.
- F. Transition Services.** Following the termination of this Agreement, in whole or in part, Contractor will provide to County and / or to the service provider selected by County (such service provider shall be known as the "Successor Service Provider") assistance reasonably requested by County to effect the orderly transition of the Services, in whole or in part, to County or to Successor Service Provider (such assistance shall be known as the "Transition Services"). The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Contractor to County or Successor Service Provider; (b) if required, transferring the County Data to Successor Service Provider; (c) using a commercially reasonable effort to assist County in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to County, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services; and, (e) such other activities upon which the parties may agree. All

applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

VI. Acceptance Testing.

- A.** Within five (5) days of the Contractor providing notice to the county that the System has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to this Section.
- B.** The acceptance testing shall include ten (10) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.
- C.** If the County accepts the work, the County will send a Notice of Acceptance to the Contractor.
- D.** If County determines that the work is not acceptable, the County shall notify the Contractor in writing, describing the deficiencies.
- E.** Upon receipt of a notice describing the deficiencies described in the preceding section, the Contractor shall either provide a detailed, written plan to achieve Acceptance or make corrections or replacements within an agreed upon time with no charge to the County. The parties shall agree on a start date for beginning another Acceptance testing period.
- F.** Another thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if agreed to by the parties.
- G.** If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a Notice of Acceptance to the Contractor.
- H.** If the Contractor does not correct or replace the unacceptable aspects of the System, the County may declare a breach of the Agreement.

VII. Price and Payment.

- A.** The County shall pay the Contractor \$117,924 plus Travel and Expenses (not to exceed \$10,000.00) upon Acceptance for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit [A]. Annual recurring charges for Support and Maintenance Services in years 2 through 5 shall total \$43,806 per year..

- B.** Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit [A], the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.
- C.** The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit [A]. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit [A].
- D. Dispute.** Should the County dispute any of the charges on its monthly invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date, the County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

VIII. Confidentiality and Public Disclosure.

- A. Confidential Data.** The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to chapter 42.56 RCW (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.
- B. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement,

whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

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

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

IX. Warranty Provisions.

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

- A. **General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third party software that it has the right to grant a sublicense to use such third party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.
- B. **System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable Functional Specifications, Performance Standards, and Documentation.
- C. **Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Performance Standards set forth in Exhibit [B], including the maximum response times and availability. The Contractor shall correct any failure of the applicable Software and/or System to operate in accordance with the warranties set forth in this Agreement by providing all additional software, equipment, and/or services to the County at no additional cost to

the County. In the event that the Contractor is unable to correct such failure within a forty-eight (48) hour period the County shall receive from the Contractor credits in the amounts set for in Exhibit [B]. In the event the Contractor is unable to correct such failure within thirty (30) calendar days, an Event of default shall be deemed to have occurred.

- D. Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only proven current technology or methods unless otherwise agreed by the parties in a particular statement or work or Exhibit.
- E. Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operation characteristics of the Software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when it provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as County continues to receive Support and Maintenance Services from the Contractor.
- F. Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support and Maintenance Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.
- G. Latest Versions.** Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.

- H. Virus Warranty.** The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.
- I. Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.
- J. Third Party Warranties and Indemnities.** For any third party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third party agreements. This warranty shall survive the expiration or termination of this Agreement.
- K. Authority.** Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.
- L. Privacy.** Contractor acknowledges that the County Data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County Data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the County Data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor's use (whether directly or indirectly) of the County Data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach

has not been cured within five (5) days of receipt by the Contractor of written notice, and (2) pursue any other legal and equitable remedies.

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

X. County Data.

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

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

C. Extraction of County Data. Contractor shall, within three (3) business day of County's request, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the County Data in the format specified by County.

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

E. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data ("Occurrence") or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall as applicable: (a) notify County as soon as practicable but no later than seventy-two (72) hours of

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

XI. Indemnification.

A. General Indemnification. The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging

loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives, as respect to the County only, its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and any similar law of any other jurisdiction, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

B. Patent and Other Proprietary Rights Indemnification.

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

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

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

XII. Insurance.

- A. Minimum Scope of Insurance and Limits.** The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:
- 1. Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.
 - 2. Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.
 - 3. Professional Technical Liability** insurance appropriate to the Contractor's profession with limits of \$2,000,000 per claim and \$4,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement, and the Contractor shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.
- B. Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:
- 1.** The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.
 - 2.** The Contractor's insurance coverage shall be primary and non-contributing insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
 - 3.** The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.
 - 4.** Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily **limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor**

before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies.

XIII. Miscellaneous.

A.

Obligations that Survive Termination.

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

B. Amendments.

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

C. Assignment and Transfer.

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

D. Independent Contractor.

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

E. Acceptance and Removal of Contractor Personnel and Subcontractors.

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

F. Compliance with Laws.

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

G. Non Discrimination.

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

The Contractor shall comply with chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of chapter .2460

SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

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

H. Security, Access, and Safety Requirements.

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

I. Governing Law and Venue.

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

J. Applicability of Uniform Commercial Code.

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

K. No Waiver.

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

L. Force Majeure.

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

M. Covenant of Good Faith.

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

N. Third Party Beneficiaries.

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

O. No Construction against Drafter.

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

P. Notices.

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person, via email if confirmed by the correct individual at the receiving party, or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Snohomish County:

or to such address as the parties may provide by notice to each other from time to time.

Q. Access to Books and Records.

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

R. Source Code Escrow.

Contractor agrees to place current copies of its Source Code, including all relevant commentary, explanations and other documentation as well as instructions to compile the Source Code, plus all revisions to the software source code encompassing all corrections, changes, modifications and enhancements made to the Software by the Contractor (the "Escrowed Material") into an escrow account with an escrow agent, subject to the terms of a software escrow Agreement that must first be approved by the County. The Contractor shall update these copies within forty-five (45) calendar days of each major product release and all product fixes installed in the County System. The Contractor will provide the Escrowed Material as required herein before Acceptance. The County may access the Escrowed Material upon the occurrence of any one of the following instances of default:

1. Contractor ceases its ongoing business operations;
2. Contractor suffers any act of insolvency or bankruptcy;
3. Contractor fails to maintain technical staff capable of providing ongoing Support and Maintenance Services:

Any escrowed material furnished under this provision shall be considered licensed under this Agreement.

S. Severability.

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

T. Incorporation of Exhibits.

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

The Contractor was selected through the County's RFP identified in Section II.

U. Entire Agreement and Order of Precedence.

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

1. Agreement
2. Exhibit A [Statement of Work]
3. Exhibit B [(Technical Support Levels)]
4. Exhibit C (Pricing and Payment)
5. RFP
6. Contractor's Response to RFP

V. Limitation of Liability: The Parties hereby place the following limits on the compensation that one Party may be required to pay to the other, on the understanding that such limits shall not apply in cases of gross negligence or fraud, and in cases of personal injury or intellectual property rights infringement. The Parties hereby agree to reduce the time limit for liability claims under the Agreement to three (3) years from the date of the event. The Software shall be used under the County's exclusive direction, control and responsibility, therefore, the Contractor cannot be held liable under any circumstances for incidents arising as a result of Customer configuration errors, Customer inaccurate information, and use of the Software in any manner other than as specified in the Documentation or in the Contractor's recommendations. The Parties hereby expressly agree that the Contractor shall not be held liable for any disruption or damages arising as a result of any third-party communication or interruption, including any outage caused by utilities or internet service providers. The Contractor declines all liability for any fault(s) committed by the Customer in relation to its Data. The Contractor declines all liability for indirect damages suffered by the County, such as loss of profits or earnings, loss of customers, harm to its brand image, interruption of business or loss of opportunities. Either Party's liability for any damages incurred by the other Party as a result of the offending Party's failure to fulfil its obligations arising out of this Agreement (material breach or other liability), is subject to production of the corresponding evidence by the offended Party. The offended Party is entitled to make a claim against the offending Party. In each situation (regardless of the form of the legal action (e.g. contract or tort claims), the offending Party is not responsible for any damage and does not have any liability beyond \$1,000,000. The offended Party shall provide supporting evidence of the nature of the damages incurred and the amount to the offended Party prior to making a claim in a Court of

competent jurisdiction. Even if the offended Party knows of the possibility of such damage or liability, in no circumstance shall either Party be liable for any: loss of, or damage to, data or information; lost profits, revenue, productivity or anticipated cost savings; or other special, consequential, incidental or indirect damages.

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

| | |
|--|---|
| COUNTY OF SNOHOMISH: | CONTRACTOR: |
| <i>[Signature]</i> 9-23-19 <i>[Signature]</i> | DocuSigned by: <i>John Prestidge</i> 23FBFE7282A1449... |
| By: Snohomish County Executive Date KEN KLEIN | By: Date Title: SVP North American & CM07/26/2019 |
| Executive Director Approved as to Form: <i>Rebecca Wendling</i> 7/31/2019 | |
| Deputy Prosecuting Attorney Date | |
| Recommended for Approval: <i>Viggo [Signature]</i> 8/1/19 | |
| Director of Information Technology Date | |
| Approved as to Insurance and Indemnification provisions: <i>[Signature]</i> 8/1/2019 | |
| Risk Management Date | |

| | |
|------------------|---------|
| COUNCIL USE ONLY | |
| Approved: | 9.18.19 |
| Docfile: | D-3 |

Statement of Work

FOR EASYVISTA PROFESSIONAL SERVICES

EXHIBIT A

SOW - Snohomish County - Implementation - 20190521 - V2

Prepared for:
Snohomish County

Prepared by: Andrew Reynolds
Date: 2019-05-21T00:00:00

EasyVista, Inc.
3 Columbus Circle
15th Floor
New York, NY 10019
Tel: +1 888-EZV-ITSM



County Information

| | | | |
|---|--|---------------------------|-------|
| Company Name: | Snohomish County | | |
| Point of Contact Name: | Alan Jones | | |
| Point of Contact Email Address: | Alan.Jones@snoco.org | | |
| Point of Contact Phone / Cell: | 1-425-388-7046 | Click here to enter text. | |
| Point of Contact Address: | 3000 Rockefeller Avenue | | |
| Point of Contact City, State, Zip: | Everett | WA | 98201 |

EasyVista Information

| | | |
|--------------------------------------|-----------------|-------------------------|
| Sales Rep Name/FAX: | Gary Mellott | 1-646-736-6967 |
| Sales Rep Phone / Email: | 1-720-633-5743 | gmellott@easyvista.com |
| Sales Engineer Name: | Andrew Reynolds | |
| Sales Engineer Phone / Email: | 1-570-534-0383 | areynolds@easyvista.com |

Engagement Information

| | | | |
|-----------------------------|-------------|---------------------------|---------------|
| Engagement Type: | VistaAssist | | |
| SaaS or On Premise: | SaaS | Delivery Location: | Onsite/Remote |
| SOW Create Date: | 5/21/2019 | Resource Plan: | Fixed Price |
| SOW Expiration Date: | TBD | PS Approval Date: | TBD |



Document Control

| Date | Author | Version | Change Notes |
|------------|-----------------|---------|-------------------|
| 05/21/2019 | Andrew Reynolds | 1.0 | Document Creation |
| 05/30/2019 | Andrew Reynolds | 2.0 | Document Updates |

REV: 20180309-01



Summary

County Information..... 2

EasyVista Information..... 2

Engagement Information 2

Document Control 3

Purpose..... 5

Project Information 6

Project Scope.....6

Project Scheduling.....6

Resource Plan.....7

Deliverables by Phase.....7

In Scope / Out of Scope.....12

Change Control Process12

Escalation Management13

Communication Plan13

Engagement Summary14

EasyVista Services Matrix Error! Bookmark not defined.

Pricing.....18

Duration of SOW.....19

Fees / Payment Schedule19

Assumptions and Dependencies.....20

Authorization & Acceptance22

Approver Information.....22



Purpose

This Statement of Work ("SOW") between Snohomish County ("County") and EasyVista, Inc. ("Contractor" or "EasyVista" or "EasyVista, Inc.") is made part of and incorporated by reference into the Software as a Service (SaaS) Agreement (the "Agreement") entered into on **[insert Agreement Effective Date]**. Any changes or additions to this SOW must be in made in accordance with Section XIII. B. of the Agreement.

In the event of a conflict between this SOW and the Agreement, the terms of the Agreement shall control. All other terms of the SOW shall remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

It is hereby understood and agreed that all work will be pursuant to the provisions, terms and conditions of this SOW, the Agreement, and in accordance with the specifications set forth herein.

The Professional Services Delivery Methodology is an addendum to this Statement of Work and explains the terms defined herein in greater detail.



Project Information

Project Scope

Contractor shall provide the following:

- Project Management (Kick-Off session and Status reports).
- EasyVista SaaS Platform Delivery.
- Active Directory integration (Authentication, SSO).
- Solution design workshops (Incident Management, Request Fulfillment, Change Management, Knowledge Management, Problem Management, Service Asset & Configuration Item).
- Solution design documents (Incident Management, Request Fulfillment, Change Management, Knowledge Management, Problem Management, Service Asset & Configuration Item).
- Data collection templates (Incident Management, Request Fulfillment, Change Management, Knowledge Management, Problem Management, Service Asset & Configuration Item).
- Implementation of the processes:
 - Service Workplace (End User Self-Service Portal),
 - Knowledge Management,
 - Incident Management (Configuration of up to 4 workflows),
 - Request Fulfillment (Configuration of up to 4 workflows),
 - Problem Management (Configuration of up to 4 workflows),
 - Change Management (Configuration of up to 4 workflows),
 - Service Asset & Configuration Items
 - Service Catalog,
 - Service Level Management,
 - Survey Management.
- Integration assistance for:
 - Active Directory (Employee Information Import),
 - SNOW (Hardware Inventory, Software Licenses),
 - Lansweeper (Network connected devices).
- EasyVista Service Manager System Administration Training.
- EasyVista Service Apps System Administration Training.
- Processes Functional Training (Incident Management, Request Fulfillment, Change Management, Knowledge Management, Problem Management, Service Asset & Configuration Item).

Project Scheduling

The parties will develop a formal project plan, and target dates will be set once the SOW is executed.

- Desired project start date: **TBD**
- Desired project completion date: **TBD**



Resource Plan

EasyVista will execute this project on a **Fixed Price** basis. EasyVista will allocate a single Technical Consultant and single Project Manager to this project.

Deliverables by Phase

Phase 1 – System Build/Preparation: The purpose of Phase 1 is to provision our environments, introduce and familiarize the County project team with the ITSM tool, define/configure foundational elements, and establish the integration(s) necessary for authentication and communication.

| Vendor (EasyVista) Provided | Acceptance Criteria |
|--|---|
| SaaS platform delivery/access | <ul style="list-style-type: none"> ▪ County able to access a Production (Prod) & Non-Production (Non-Prod) environment loaded with all purchased products/modules. |
| Service Manager System Administration Training | <ul style="list-style-type: none"> ▪ Vendor to train County project team (ITSM Admin & backup, Project Manager (PM) and Business Analyst (BA) on Service Manager system ▪ County project team trained to perform administrative tasks & setup/configurations |
| Service Apps System Administration Training | <ul style="list-style-type: none"> ▪ Vendor to train County project team (ITSM Admin & backup, PM/BA) on Service Apps system ▪ County project team able to perform Service Apps administrative tasks & setup/configurations |
| Vendor Design Workshop | <ul style="list-style-type: none"> ▪ Vendor to advise on best practices for Domain structure ▪ Vendor to advise on best practices for Service Catalog structure ▪ Vendor to advise on best practices for displaying CI attribute (support level info) on Incident form ▪ Vendor to advise on best practices for County Vendor SLA performance tracking ▪ Vendor to advise on best practices for publishing 'retail store' ▪ Vendor to advise on best practices for asset discovery and CMDB configuration |
| Integrate with County ADFS for SSO & establish Active Directory one-way sync | <ul style="list-style-type: none"> ▪ End users able to authenticate to EasyVista PRODUCTION and DEVELOPMENT environments using single sign-on ▪ One way sync of end user accounts, groups & other applicable data elements (e.g. contact info, location, title, manager, department) established between County AD and EasyVista PROD and DEV. ▪ Configure domain structure based upon outcome of Vendor design workshop. <ul style="list-style-type: none"> ○ Need framework to segment data and allow multiple teams to share the same instance. ▪ County able to designate VIP's within Service Manager ▪ VIP designations visible within user records & on ticket list views. |
| Define/configure Service Catalog | <ul style="list-style-type: none"> ▪ Configure Service Catalog based upon outcome of Vendor design workshop ▪ County able to configure ticket queues, categories, & subcategories |
| Configure Queue & Ticket Access | <ul style="list-style-type: none"> ▪ Vendor to implement security/business rules leveraging a End User's department, EasyVista role and/or security group as follows: <ul style="list-style-type: none"> ○ All Authorized Service Desk group members able to see ALL queues (IT & non-IT) ○ All Authorized Service Desk group members able to View & Edit tickets assigned to any IT queue ○ All Authorized IT Users able to see all IT queues ○ All Authorized IT Users able to View & Edit tickets assigned to any IT queue ○ Designated Service Manager(s) able to edit all tickets in ALL queues. ○ All non-DoIT Authorized users able to see only their department's queue and the IT Service Desk queue |



| | |
|--|--|
| | <ul style="list-style-type: none"> ○ All non-DoIT Authorized users able to View & Edit all Tickets only in their Department's queue ○ All non-DoIT licenses users can transfer tickets to only the IT Service Desk queue |
| Integration with Exchange Online | <ul style="list-style-type: none"> ▪ Configure both inbound & outbound email from PROD using servicedesk@snoco.org & email alias of 'IT Service Desk'. ▪ Configure both inbound & outbound email from DEV using ITSMtest@snoco.org & email alias of 'ITSM Test'. |
| Define/configure Ticket Prioritization | <ul style="list-style-type: none"> ▪ Configure Urgency & Impact matrix for Ticket Prioritization ▪ Set Default Priority of 4 (out of 1-5 range, 5 being lowest) ▪ Rename Priority Levels as follows (Urgent=1, Low=5): <ul style="list-style-type: none"> ○ Urgent ○ High ○ Moderate ○ Standard ○ Low |

Phase 2 – Back Office Functionality: The purpose of Phase 2 is to configure and launch the ITIL processes currently in use at the County and introduce additional functionality that is transparent to End Users. The launch of this 'back office' functionality will afford DoIT staff the opportunity to learn and become comfortable with the tool before introducing more customer-visible capabilities.

| Vendor (EasyVista) provided | Acceptance Criteria |
|-----------------------------|--|
| Incident Management | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Configure the IT Service Desk Queue as the default queue for all Incidents. ▪ Available Incident states include (or equivalent): <ul style="list-style-type: none"> ○ New, Assigned, In Progress, Awaiting Customer, Awaiting Change, Awaiting Problem, Awaiting Vendor, Resolved, Closed and Canceled ▪ Incident form(s)/view(s) display/contain both a Requested By & Requested For field ▪ County able to create and delegate Tasks/Actions associated with Incidents ▪ Configure rule that Incidents cannot be closed until all associated Actions/Tasks are closed ▪ Authorized Users able to input time worked (effort) on Incidents and subordinate Actions/Tasks ▪ Configure rule requiring customer visible Closure/Resolution Notes before Incident state can be set to Closed ▪ Authorized Users must have ability to enter internal, non-customer visible resolution information on Incident form ▪ Configure email notifications and triggers for the following events: <ul style="list-style-type: none"> ○ Incident creation (sent to Requested By and Requested For - if different; otherwise, just Requested By) ○ Incident resolution (sent to Requested By and Requested For - if different; otherwise, just Requested By) ○ Incident assigned to queue or individual (sent to queue distribution list or ticket Assignee) ▪ County able to Create (or modify) email templates to communicate with customers for the following actions: <ul style="list-style-type: none"> ○ Incident Creation ○ Incident Resolution ○ Incident Post-Resolution Survey ▪ Create Incident template for Password Resets |
| Request Fulfillment | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Service Request states include (or equivalent): |



| | |
|---------------------------------|--|
| | <ul style="list-style-type: none"> ○ New, Assigned, In Progress, Awaiting Customer, Awaiting Change, Awaiting Problem, Awaiting Vendor, Resolved, Closed and Canceled ▪ Service Request form(s)/view(s) display/contain both a Requested By & Requested For field ▪ County able to create and delegate Tasks/Actions associated with Service Requests ▪ Configure rule that Service Requests cannot be closed until all associated Actions/Tasks are closed ▪ County able to input time worked (effort) on Service Requests and subordinate Actions/Tasks ▪ Configure rule that requires customer visible Closure/Resolution Notes before Service Requests state can be set to Closed ▪ Configure email notifications and triggers for the following events: <ul style="list-style-type: none"> ○ Service Request creation (sent to Requested By and Requested For - if different; otherwise, just Requested By) ○ Service Request resolution (sent to Requested By and Requested For - if different; otherwise, just Requested By) ○ Service Request assigned to queue or individual (sent to queue distribution list or ticket Assignee) ▪ County able to Create (or modify) email templates to communicate with customers for the following actions: <ul style="list-style-type: none"> ○ Service Request Creation ○ Service Request Resolution ○ Service Request Post-Closure Survey ▪ End-users able to approve or deny requests via email |
| <p>Problem Management</p> | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Designated Problem Manager(s) sent email notification when a Problem is created ▪ Updates made to a Problem propagate to associated Incident(s) ▪ Configure rule that requires Closure/Resolution Notes before Problem state can be set to Resolved/Closed ▪ When a Problem is resolved/closed, associated Incident(s) also set to Resolved. ▪ When a Problem is resolved/closed, Problem Closure Notes sent to Requested By (and Requested For - if different) for each associated Incident ▪ Vendor to implement security/business rules leveraging the user's department, EasyVista role and/or security group for Problem Management: <ul style="list-style-type: none"> ○ ONLY Authorized IT Users able to access Problem Management |
| <p>Service Level Management</p> | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Configure Response (initial) SLA metric of 1 business hour for Priorities 1 through 5 ▪ Response SLA should be met when one of the following conditions are met: <ul style="list-style-type: none"> ○ A) Ticket is assigned to an individual or queue other than the IT Service Desk (default) queue ○ B) Ticket state is changed from the default (TBD?) ▪ Ticket Assignee is notified via email when SLA metric at 50%. ▪ Ticket Assignee & Assignee's Manager notified via email when SLA metric at 100%. ▪ Configure Resolution SLA metric for Priorities 1 through 4 (no SLA for P5) ▪ Configure Resolution SLA metric as follows: <ul style="list-style-type: none"> ○ P1 = 2 business hours ○ P2 = 8 Business hours ○ P3 = 16 business hours ○ P4 = 32 business hours ○ P5 = none. ▪ Resolution SLA measurement stops when ticket state is changed to either Resolved or Closed. |



| | |
|------------------------|--|
| | <ul style="list-style-type: none"> ▪ Resolution SLA clock is paused when ticket state changed to one of the following: <ul style="list-style-type: none"> ○ Awaiting Customer, Awaiting Change, Awaiting Problem, Awaiting Vendor ▪ Configure County Vendor SLA performance measurement based upon Vendor design workshop. Ideas include: <ul style="list-style-type: none"> ○ Option 1 – Ticket State changed to 'Awaiting Vendor' & use SLA to measure ○ Option 2 – Create "user" account for each key vendors, assign tickets to vendor and use SLA to measure ▪ Vendor to implement security/business rules leveraging the user's department, EasyVista role and/or security group for Service Level Management: <ul style="list-style-type: none"> ○ ONLY authorized DoIT users able to access Service Level Management |
| Dashboards & Reporting | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Create default dashboard for all authorized DoIT staff that includes: <ul style="list-style-type: none"> ○ Directly assigned work (Incidents, Service Requests, Problems, Tasks/Actions assigned to individual) ○ Indirectly assigned work (Incidents, Services Requests assigned to the queues to which individual is a member) ○ SLA information for directly assigned work (Incidents, Service Requests assigned to individual) ▪ Designated Reporting role/group members able to create custom scheduled and ad-hoc reports for the following: <ul style="list-style-type: none"> ○ Time worked (effort) ○ Individual survey responses ○ Aggregate survey responses by date range and/or ticket assignee(s) ○ Vendor SLA performance |

Phase 3 – Customer Facing Functionality: The purpose of Phase 3 is to configure and launch the customer-facing components of the ITSM tool.

| Vendor (Easy Vista) provided: | Acceptance Criteria |
|-------------------------------|---|
| Self-Service Portal | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Add Snohomish County brand and DoIT logo ▪ Enable mobile-friendly interface on iOS, Android and Windows for End users ▪ Configure visibility of request types and published content based upon user's department, EasyVista role and/or security group. ▪ Create custom role or group for select End Users who need the ability to: <ul style="list-style-type: none"> ○ View and Edit all open tickets for which they are the Requested By or Requested For individual ○ View all closed tickets for which they are the Requested By or Requested For individual ○ View all open/closed tickets for other users in their department ○ View all open/closed tickets for other users in other departments to which they've been granted rights ▪ Publish a Product Request Portal ('Retail Store') <ul style="list-style-type: none"> ○ Configure based upon outcome of Vendor design workshop ○ Leverage Product Catalog to publish standard hardware and software offerings ○ Product details such as image, description, cost, etc. visible to end users ○ End users able to add one or more hardware or software offerings to shopping cart ○ Order submission to generate Service Request(s) and initiate approval workflow ▪ Publish option to submit a Print Shop Request <ul style="list-style-type: none"> ○ Redirect to a specified website ▪ Publish option to submit a Project Request <ul style="list-style-type: none"> ○ Redirect to a specified website |



| | |
|----------------------|--|
| | <ul style="list-style-type: none"> ▪ Publish option to submit a Records Request <ul style="list-style-type: none"> ○ Create web form that models existing intake form |
| Workflows | <ul style="list-style-type: none"> ▪ Configure Workflow for Invoice Approvals based upon County process <ul style="list-style-type: none"> ○ Publish to ALL IT department users ▪ Configure Workflow for Procurement Requests based upon County process <ul style="list-style-type: none"> ○ Publish to ALL IT department users ▪ Workflow(s) involving asset requests to include steps where orders can be fulfilled from inventory and a corresponding reduction in inventory level. |
| Survey Management | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Configure surveys to: <ul style="list-style-type: none"> ○ Be distributed upon Incident & Service Request closure ○ Be distributed on a specified, random basis ○ Be sent to individual recipients at a limited frequency ▪ Configure role/group whose members are able to access Survey Management. |
| Knowledge Management | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Ability to control visibility of knowledgebase articles based upon user's department, EasyVista role and/or security group, and domain ▪ Designated Knowledge Manager(s) receive email notification when an article is submitted ▪ Only Knowledge Managers able to approve, publish and retire articles ▪ Only Knowledge Managers able to Edit articles after submission ▪ End users able to rate and provide feedback on articles ▪ Vendor to implement security/business rules leveraging the user's department, EasyVista role and/or security group for Knowledge Management: <ul style="list-style-type: none"> ○ Only authorized DoIT users able to access Knowledge Management |

Phase 4 – Asset Management & Wrap-up: The purpose of Phase 4 is to integrate the ITSM tool with the County's existing asset management and asset discovery tools and configure the regular, recurring population of the CMDB.

| Vendor provided EasyVista: | Acceptance Criteria |
|----------------------------------|--|
| Asset & Configuration Management | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Integrate EasyVista with SNOW ▪ Integrate EasyVista with Lansweeper Asset Discovery tool ▪ Configure based upon outcome of Vendor design workshop ▪ Import CIs into CMDB from SNOW and Asset Discovery tool (up to 10,000 records) ▪ Ability to associate CIs and assets to support contracts and warranty coverage. ▪ Ability to track financial details associated with CIs and assets ▪ Ability to track asset lifecycle phases ▪ Configure CI/Asset form (or record) to track and display the following information: <ul style="list-style-type: none"> ○ Rate Classification (dropdown) ○ Rate Service (dropdown) ○ Custom Rate (checkbox) ○ Custom Self-Support (checkbox) ○ Vendor First-Line-of- Support (checkbox) ▪ Track and retain historical hardware and software information ▪ Ability to manage inventory of 'non-capital' consumables such as mice, monitors, etc. by stock room location ▪ Configure alerts based upon inventory thresholds. ▪ Designated Asset Manager(s) able to edit asset/CI information within the CMDB ▪ Vendor to implement security/business rules leveraging the user's department, EasyVista role and/or security group for Asset & Configuration Management: <ul style="list-style-type: none"> ○ Only DoIT users able to access Asset & Configuration Management |



| | |
|-------------------|--|
| Other | <ul style="list-style-type: none"> ▪ Based upon outcome of Vendor design workshop, configure a banner that appears on Incident and Service Request form in the following scenarios only: <ul style="list-style-type: none"> ○ When CI = Personal Computer and Customer Self-Support box is checked on CI, display "Customer Self-Support" ○ When CI = Application and Vendor First-Line-of-Support box is checked on CI, display "Vendor First-Line-of-Support" ▪ Only ITSM Administrators able to access the following ITIL processes/modules: <ul style="list-style-type: none"> ○ Project Mgmt., Project Portfolio Mgmt., Demand Mgmt., Availability Mgmt., Release Mgmt., Financial Mgmt., Capacity Mgmt., Event Mgmt., and any other modules not included in Phases 1 through 4 (above). |
| Change Management | <ul style="list-style-type: none"> ▪ Leverage ITIL best practices and out-of-box ITSM functionality, whenever possible. ▪ Calendar view of Approved Changes available to All DoIT users ▪ Change types to include Routine, Normal, Urgent and Emergency ▪ Email approval of Urgent and Emergency Changes ▪ When an Urgent or Emergency Change is submitted, an email is sent to designated Change Manager(s) ▪ Identified stakeholders notified via email when a Change is approved ▪ Configure Change form to model existing County Change form ▪ Vendor to implement security/business rules leveraging the user's department, EasyVista role and/or security group for Change Management: <ul style="list-style-type: none"> ○ Only DoIT users able to access Change Management |

In Scope / Out of Scope

The Scope of Work and Engagement Summary sections of this Statement of Work contain an itemized list of components considered IN SCOPE for Contractor's **Fixed Price** engagement. Any deliverables not listed in this Statement of Work are out of scope and must be documented as a change order request or contract amendment. All change orders approved by both the COUNTY and EasyVista in writing, as a result of the defined Change Control Process, shall be considered IN SCOPE.

Change Control Process

The Change Control Process shall be used when a change is made to the schedule, work assignments, contacts or other sections of this SOW that do not include an increase in scope and fees. Any change to scope and fees which increases the cost of the SOW shall be executed through a contract amendment. If an additional visit is requested, it will be scheduled as a new engagement. COUNTY is responsible for any penalties and/or charges resulting from changes to travel plans associated with the requested schedule change unless these charges are specifically waived in the signed change order.



Escalation Management

If, at any time, the engagement is not proceeding as planned or County expectations are not being met, the County and/or EasyVista will escalate the issue as outlined below so that issues are identified and resolved as quickly as possible.

| County | EasyVista |
|----------------------------|-----------------------------------|
| Technical point of contact | Consultant |
| Project Manager | Project Manager |
| Project Sponsor | Director of Professional Services |
| County CIO | VP County Experience |

* **Note.** The Project Directory issued during the initiation phase will contain the actual contacts for each escalation point.

Communication Plan

Language of communication will be English. Standard modes of communication will be e-mail (as and when required), Telephone (periodically scheduled call or as per requirement, scheduled by e-mail), and Conventional post (or courier) in the case of hard copy documents or CD needs to be shared.



Services Summary

The following is a list of services that EasyVista agrees to provide:

| Service Description | Deliverable | Completed by | Resource Plan | Delivery Location |
|--|--|------------------|---------------|-------------------|
| EVFoundations | | | | |
| Process Readiness | | | | |
| Maturity Assessment | | Customer | Fixed | Remote |
| Pre-engagement questionnaire | | Customer | Fixed | Remote |
| New customers will be asked to complete a questionnaire identifying critical project information such as: * Key players * Success criteria * Project Objectives * Business Objectives | Questionnaire | | | |
| Environment Provisioning and Preparation | | | | |
| Platform | | | | |
| Service Manager SaaS Production Platform | | CMC (Consultant) | Fixed | Remote |
| EasyVista will provision the Service Manager SaaS Platform, configure the VPN Tunnel, Outbound Mail (SMTP), LDAP Authentication, and configure Service Manager as an SSO client if desired. | Service Manager Production Platform | | | |
| Service Apps SaaS Production Platform | | CMC (Consultant) | Fixed | Remote |
| EasyVista will provision the Service Apps SaaS Platform, configure the VPN Tunnel, LDAP Authentication, and configure a Trusted Provider / SSO client if desired. | Service Apps Production Platform | | | |
| Training Services | | | | |
| Training for Success | | | | |
| Core Training - ITIL Process | | Customer | Fixed | Remote |
| Online instructor led, and self-paced process training is available via the EVFoundations microsite. | EVFoundations Customer specific microsite. | | | |
| Core Training - Service Manager | | Consultant | Fixed | Onsite |
| The designated EasyVista Consultant will demonstrate the extensive Training curriculum covering the core functionality of the Service Manager platform. County Administrators will learn how to configure security, modify screens, and learn about the extensive functionality of the application. To maximize learning, the training is a hands-on class | Administrator Training | | | |



| | | | | |
|--|---|------------|-------|--------|
| using a demo environment giving each student their own environment in which to learn. | | | | |
| Core Training - Service Apps | | Consultant | Fixed | Remote |
| The EasyVista Consultant will demonstrate the extensive Training curriculum covering the core functionality of the Service Apps platform. County Administrators will learn how to build and publish responsive applications designed for a variety of different purposes. | Service Apps Administrator Training | | | |
| Implementation Services | | | | |
| Best Practices | | | | |
| Application of Best Practices Accelerators | | Consultant | Fixed | Remote |
| The EasyVista Consultant will install pre-built, Best Practices based templates for the Processes covered in the SoW to accelerate time to production. These are time proven templates designed to significantly reduce the administrative effort required to perform the initial configuration of the Process Modules covered in the SoW and allow more time to be spent ensuring Administrators are fully trained and enabled on the new EasyVista platform. | Pre-Configured processes included in the SoW based on Industry Best Practices | | | |
| Design & Documentation | | | | |
| The EasyVista Consultant will review the EVFoundations documentation provided at project initiation. The internal process will be studied, and the consultant will work on defining the configuration needed to support the process. | | | | |
| The following list represents the processes to be designed: | | | | |
| Incident Management Design & Documentation | Design documentation | Consultant | Fixed | Onsite |
| Request Fulfillment Design & Documentation | Design documentation | Consultant | Fixed | Onsite |
| Self Service & Retail Store Design & Documentation | Design documentation | Consultant | Fixed | Onsite |
| Change Management Design & Documentation | Design documentation | Consultant | Fixed | Onsite |
| Knowledge Management Design & Documentation | Design documentation | Consultant | Fixed | Onsite |
| Problem Management Design & Documentation | Design documentation | Consultant | Fixed | Onsite |
| Service Asset & Configuration Item Design & Documentation | Design documentation | Consultant | Fixed | Onsite |
| Once the design has been documented, the County will have time to review, submit adjustments and approve the solution design. | Customer Sign off email | Customer | | |
| Configuration | | | | |
| The EasyVista Consultant will work with the County Administrator(s) to implement the configuration documented during the Design process. | | | | |
| Incident Management Configuration | Configured Solution | Consultant | Fixed | Remote |
| Request Fulfillment Configuration | Configured Solution | Consultant | Fixed | Remote |
| Change Management Configuration | Configured Solution | Consultant | Fixed | Remote |
| Knowledge Management Configuration | Configured Solution | Consultant | Fixed | Remote |
| Problem Management Configuration | Configured Solution | Consultant | Fixed | Remote |
| Service Asset & Configuration Item Configuration | Configured Solution | Consultant | Fixed | Remote |
| Dashboards & Reporting Configuration | Configured Solution | Consultant | Fixed | Remote |
| Service Apps | | | | |
| Self Service Portal | | Consultant | Fixed | Remote |



| | | | | |
|--|----------------------------|------------|-------|--------|
| <p>Delivery of best practices End User Self-Service Portal template with the following minor adjustments:</p> <ul style="list-style-type: none"> * Customer's Logo and branding * Color scheme based on corporate colors <p>The Self Service Portal will be configured based on the requirements defined earlier in the project.</p> | Configured End User Portal | | | |
| Retail Store | | Consultant | Fixed | Remote |
| <p>Configuration of a dedicated section of the Self Service Portal that displays approved software and hardware that the End User can order via a Service Request process. The Retail Store will be configured based on the requirements defined earlier in the project.</p> | Configured End User Portal | | | |
| System Integrations | | | | |
| Active Directory (LDAP) | | | | |
| <p>One-way integration with Microsoft Active Directory that includes:</p> <ul style="list-style-type: none"> * Configure connectivity to AD * Single OU * Single Domain * Uses Out-of-the-Box LDAP Query | Configured Integration | Consultant | Fixed | Remote |
| Snow Asset Management | | | | |
| <p>One-way integration with Snow that includes:</p> <ul style="list-style-type: none"> * Import of Hardware Assets * Import of Software Licenses | Configured Integration | Consultant | Fixed | Remote |
| Lansweeper | | | | |
| <p>One-way integration with Lansweeper that includes:</p> <ul style="list-style-type: none"> * Import of Network connected device data | Configured Integration | Consultant | Fixed | Remote |
| Go Live & Wrap | | | | |
| UAT Remediation & Assistance | | | | |
| <p>Remediation and assistance with issues found during acceptance testing.</p> <p>Responsibilities:</p> <p>Customer – Responsible for conducting user acceptance testing (UAT) to confirm the platform is working as described in requirements document produced during the workshop.</p> <p>EasyVista Consultant – Provide assistance to resolve issues discovered during UAT where the system is not functioning in accordance with the documented requirements.</p> | Support | | | |
| Go Live Migration Activities | | | | |
| <p>The EasyVista Consultant will migrate configuration changes from Production environment to Sandbox environment and then purge ticketing data from Production prior to system go live.</p> | Go Live ready system | | | |
| Go Live Support | Support | Consultant | Fixed | Remote |



| | | | | |
|---|--------------------------|----------------------------|-------|--------------------|
| Early life support following system go-live. | | | | |
| Responsibilities: | | | | |
| Customer – Determine the go-live strategy. Work with the EasyVista consultant to transition the EasyVista software into production in a manner that aligns with accepted company practices. Provide access to systems as well as technical resources familiar with each of the technologies and environments during go-live in order to troubleshoot and correct any issues that arise. | | | | |
| EasyVista Consultant – Provide guidance to Customer's technical resources in order to successfully transition the product to the production environment. Provide early life support to aid the Customer in quickly identifying and resolving any issues that arise. | | | | |
| Support SafetyNet | | Support / Customer | | Remote |
| Initiate SafetyNet and Customer Success hand-off from consultant to Support Team & Customer Success Manager. | Support | | | |
| Project Sign Off | | Project Manager / Customer | | Remote |
| Review the implementation and sign the Professional Services Acceptance form. | Project Sign Off | | | |
| 3-Month Touch Point – check in | | CSM / Customer | | Remote |
| Maturity / growth planning & review session. | Touch Point Report | | | |
| PIMO Services | | | | |
| Project Management | | | | |
| Welcome Call | | | | |
| EasyVista will review the Statement of Work, discuss roles, set expectations and answer any questions to make sure the County is comfortable with the project to be delivered. | Welcome Deck | Project Manager/ Customer | Fixed | Remote |
| Create Project Plan | | | | |
| The EasyVista Project Manager will generate a Project Plan based on the Statement of Work and any relevant topics identified during the Welcome Call. | Project Plan | Project Manager | Fixed | Remote |
| Kick Off Call | | | | |
| On this call the EasyVista Project Manager will work with the County to identify mutually agreeable delivery dates. Once the County has reviewed the Project Plan, the EasyVista Project Manager will schedule a follow up call to identify mutually agreeable delivery dates. | Kick Off Deck | Project Manager/ Customer | Fixed | Remote |
| Status Call | | | | |
| The Project Manager will attend regular project status meetings with the County to review the current project progress and provide project management and oversight throughout the life of the project. | Project Status Dashboard | Project Manager/ Customer | Fixed | Remote |
| | | | | |
| Total Services | | | | \$74,119.00 |

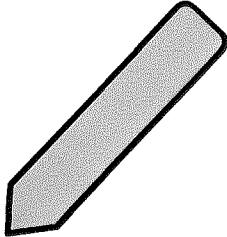


NOTE: The summary listed in the matrix above is intended only to identify what elements will be delivered, not the delivery order. Actual scheduling will be handled by our project management office once all required paperwork has been completed.



Pricing

| PRICING SUMMARY | |
|--|---------------------|
| Resource Description | Services Fee |
| Platform Provisioning | \$ - |
| Training Services | \$ 7,144.00 |
| Implementation Services | |
| Best Practices | \$ 893.00 |
| Design & Documentation | \$ 16,074.00 |
| Configuration | \$ 14,288.00 |
| Service Apps Portals | \$ 2,679.00 |
| System Integrations | \$ 7,144.00 |
| Go Live & Wrap | \$ 15,181.00 |
| Project Management | \$ 10,716.00 |
| Total Services | \$ 74,119.00 |
| Cost of Travel & Expenses (T&E) *(not to exceed) | \$10,000.00 |
| Total Services Fee (minus T&E): | \$ 74,119.00 |



TRAVEL & EXPENSES

*Travel and Expenses (if applicable) are not included within the above rates and will be billed monthly, after expenses are incurred. Resources will adhere to the County Travel Policy and EasyVista will not incur expenses on County's behalf without County's written confirmation of dates. Travel and Expenses will not exceed \$10,000 in total. The County Travel Policy is included as an addendum to this Statement of Work.

PAYMENT TERMS

EasyVista will invoice County as milestone payments based on Accepted deliverables. All invoices will include the appropriate purchase order number provided by County. Payment from County is expected no later than 30 days from the invoice date.

* **Note.** All Project Management line items listed in the above Pricing Matrix are considered as Time & Materials activities.



Duration of SOW

This SOW is estimated to last for **six (6) months**, and more specifically will commence on **[Start Date]** and conclude on or about **[End Date]** unless extended further by mutual written agreement of both parties in accordance with Section XIII. B. of the Agreement.

Fees / Payment Schedule

Contractor will be paid for the Work accepted by County as specified in this SOW at a fixed fee of **Seventy-Four Thousand One Hundred and Nineteen (\$74,119.00)** dollars plus Travel and Expenses (not to exceed \$10,000.00), invoiced after County Acceptance of the deliverable by Phase and according to the schedule below:

| Deliverables by Phase | Projected Date of Completion | %/ \$ Payment to Contractor | Phase Description |
|---|------------------------------|-----------------------------|----------------------|
| Kick-off | | 5% (\$3,706) | Project initiation |
| Phase 1 - System Build/Preparation | | 15% (\$11,118) | Phase 1 deliverables |
| Phase 2 - Back Office Functionality | | 15% (\$11,118) | Phase 2 deliverables |
| Phase 3 - Customer Facing Functionality | | 20% (\$14,824) | Phase 3 deliverables |
| Phase 4 - Asset Management & Wrap-up | | 15% (\$11,118) | Phase 4 deliverables |
| Go-Live | | 30% (\$22,235) | In production |

SaaS fee will be paid 30% (\$13,142) at system installation (access to the platform), 50% (\$21,903) after Acceptance of Phase 2 (Back Office Functionality) and 20% (\$8,761) at Go-Live.

Assumptions and Dependencies

Resources

1. COUNTY shall ensure that its EasyVista Administrator attends all training, design, and configuration workshops. COUNTY also agrees to provide at least one back up resource if the primary resource is not able to be available for the duration of the project.
2. Unless otherwise noted within this SOW, a single EasyVista technical resource and a single EasyVista project manager will be assigned to this effort. The technical resource may change based upon required skill set, geographic location, and resource availability. EasyVista shall make every effort to maintain the same assigned project manager throughout the duration of the project.
3. The work described in this Statement of Work is intended to be completed by a single EasyVista technical resource in an average workday of eight (8) hours. The technical resource is allowed two 15-minute breaks and a one-hour lunch, which is in addition to the 8-hour schedule.
4. EasyVista reserves the right to subcontract to qualified third parties any part or all of the performance of the services described herein, with approval from the County, which shall not be unreasonably withheld.
5. County agrees that its County Technical SPOC (Single Point of Contact) will answer technical queries raised by EasyVista within one business day.
6. COUNTY agrees to make COUNTY'S system administrator available to EasyVista Consultant to provide assistance with access to IT resources, software installation, security policy compliance validation, etc. EasyVista Consultant will make every effort to advise COUNTY, in advance, regarding any firewall settings, port requirements, etc. that may need to be adjusted. If there is an approval process required for system or network changes, EasyVista should be made aware of these prior to project inception.

Scheduling

7. Contractor shall schedule workshops with the cooperation of the COUNTY staff. Once all parties have approved the schedule, it is agreed these sessions will occur on schedule and the required participants will be present. If workshops are not completed on schedule due to COUNTY'S inability to attend and not at the fault of EasyVista, additional hours may be required, and/or additional charges may be imposed as set forth in the License Agreement or Subscription Agreement.
8. EasyVista requires billing a minimum of five (5) consecutive days of services when the assistance is to be delivered on site.
9. EasyVista requires billing a minimum of eight (8) consecutive hours of services when the assistance is to be delivered remotely.

Infrastructure, Equipment & Software

10. In the case of an on-premise installation, all hardware and software will be ready at the time of the start of the implementation. If general assistance or engineering support is needed to determine, sizing, scaling, etc., this should be completed prior to any dependent work (i.e. training, design, etc.). Time lost due to COUNTY environmental delays will be at the expense of the COUNTY. EasyVista reserves the

right to bill for idle wait time due to COUNTY delays. COUNTY has the right to scale the scope of this SOW down to accommodate any lost time.

11. COUNTY agrees no modifications or changes to the architecture associated with the services detailed in this SOW will be performed during the course of the engagement without the prior notification of and acceptance by EasyVista.
12. If engagement is onsite and if EasyVista owned equipment is not allowed on COUNTY network, COUNTY will provide the EasyVista Consultant with a workspace, telephone, network accounts, and access to a computer as necessary to complete the agreed upon services.
13. COUNTY will work with EasyVista to obtain required user licenses and network access for development/production environment.

Design & Configuration Sessions

14. If multiple environments exist and COUNTY wishes to work in a development environment, production environment and development environment should be synchronized prior to start of work.
15. Unless otherwise noted in this SOW, work will be performed in a single environment and will not include upgrade or migration services. High availability configuration is also not included unless specifically called out in this SOW.
16. It is the responsibility of COUNTY to perform all data backups necessary to protect themselves from data loss prior to start of work. Best practice recommends that development work be done in a development environment whenever possible.
17. All configuration, requirements, and design documents will be formalized and approved by all parties whose approval is required. Once approval is obtained, the requirements will be in a "locked" state, and changes may be made only via the change process. No configuration or development work related to the change will begin until the appropriate requirements have been approved and signed off on by the COUNTY project manager and an EasyVista representative. Obtaining all required approvals from COUNTY will be the responsibility of the COUNTY project manager. EasyVista will confirm understanding of the requirements and expectations for delivery by signing off on the requirements.

Other

18. Unless otherwise noted in this SOW, no import of historical ticket data from existing systems into EasyVista will be performed.
19. The engagement is Fixed-Price.
20. Training sessions are recommended for up to 6 attendees during remote training sessions and up to 10 attendees for on-site training.




Authorization & Acceptance

Approver Information

The undersigned affirm they have reviewed this document, approve its contents, and are authorized to sign on behalf of their respective companies. This Statement of Work is agreed upon and accepted by:

Snohomish County

Signature: 
 Name: VIGGO FORDE
 Title: DIRECTOR
 Date: 8/1/19

 9-23-19
KEN KLEIN
 Executive Director

| | |
|--------------------------|--|
| COUNCIL USE ONLY | |
| Approved: <u>9.18.19</u> | |
| Docfile: <u>D-3</u> | |

EasyVista, Inc.

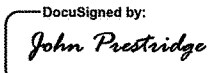
Signature: 
 Name: John Prestridge
 Title: SVP North American & CMO
 Date: 7/26/2019

EXHIBIT B

Technical Support Levels

This Exhibit [B]—Technical Support Levels—shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between **SNOHOMISH COUNTY** (“County”) and **EasyVista, Inc.** (“Contractor”) dated [Effective Date], as amended (the “Agreement”).

Services Description.

| Included Services | Description |
|---|--|
| Hosted Platform | 1 Production Account in a virtual environment (unlimited data storage, 10 GB document storage), 1 Test Account, 1 Demonstration Account. Availability: 99.95% annual, 24/7 outside maintenance periods. |
| Platform hosting Infrastructure | Servers, OS, DBMS, DRP. Infrastructure capable of generating 90% of EasyVista pages in less than 2 seconds (server output, measured by EasyVista monitoring tools) |
| Technical administration of the infrastructure and Platform | 24/7 maintenance, monitoring and supervision |
| Availability testing | Service, IP address and database availability testing every 30 seconds. |
| Software version updates | Supply and deployment of Patches and minor and major Updates. |
| Backup | Incremental backup every hour, full backup once a day. Backups retained for 5 days. |
| Data restore | Performed within 2 hours, applicable to the production account, for backups created within the last 48 hours, provided that a ticket is logged with the functional and technical support and email confirmation is sent by one of the designated Support contacts. |
| Security, penetration tests | Performed weekly by an external service provider. |
| Access security | Platform protected by two redundant firewalls and served by redundant switches. |
| EasyVista Analytics | Automated monthly report on functional and technical use of the Platform and the Software, myEasyVista.com. |

EasyVista hosts the Software, supervises the Platform, stores, backs up and recovers County Data, and performs technology upgrades necessary to use the Software in a production environment. The County accesses the Software remotely via a URL similar to the following example:
<https://xxx.EasyVista.com> (where “xxx” is replaced with characters of the County’s choosing).

Start Date and End Date. Services begin on the Effective Date and apply for the duration of the Agreement term.

Technical Support Description. Contractor will provide to County telephone and email support (“Technical Support”). Technical Support will include any research and resolution activity performed by Contractor. Technical Support may be accessed as follows:

Phone: 888-EZV-ITSM (888-398-4876): Available 8:00 AM – 8:00 PM EST excluding company holidays (New Year’s Day, Martin Luther King Jr Day, President’s Day, Memorial Day, July 4th Independence Day, Veteran’s Day, Thanksgiving Day and day after, Christmas Day.

Email: Support-us@easyvista.com

Online Support Portal: <http://csm-na.easyvista.com>

EV Connect Online Community: <http://easyvista.com/evconnect>

FAQ’s: <https://wiki.easyvista.com>

An emergency number is available outside technical support business hours, for production Platform Incidents of unavailability and access P1 and P2 incidents: 800-961-8358. Only the County's Technical Contacts are authorized to submit incidents to Contractor's Technical Support. Contractor shall track all incidents keep the County informed of incident status and progress.

The County's Technical Contacts may submit enhancement requests to Technical Support. Contractor shall analyze and assess all enhancement requests and may include the enhancement in a new upgrade (as part of a future Major or Minor Update). Contractor is under no obligation to approve enhancement requests.

The County shall inform Contractor if its Technical Contact(s) change(s) and shall ensure that any new Technical Contact is fully informed and suitably qualified to perform the role. Contractor may occasionally ask the County to allow it to access its systems remotely, purely for diagnostic purposes. Any such remote access shall take place under the County's control. Contractor reserves the right not to provide support to a request where the issue arises from use of the Software in a manner not compliant with the instructions contained in the Documentation, or when the request is outside of the scope of the Technical Support Levels. The times shown in the table below are the target timeframes within which the Contractor aims to provide a reply, resolution or a workaround, depending on the incident category. Where a workaround or patch is contained in an update, the Contractor may ask the County to update the Software to the relevant version in order to resolve the incident. The times indicated commence at the point at which the County first notifies the Contractor of the Incident, such notification containing a full, detailed description of the issue encountered.

Technical Support Incident Priority Levels

| Priority | Description |
|------------|--|
| 1-Critical | <ul style="list-style-type: none"> Platform or product is not available to all users Production Environment ONLY |
| 2-High | <ul style="list-style-type: none"> Product is available but unusable Error message(s) found on all workstations Data loss or integrity Incidents detected Production Environment ONLY Performance severely degraded on all workstations |
| 3-Medium | <ul style="list-style-type: none"> One or more essential software functions affected Error message(s) found on multiple, but not all, workstations |
| 4-Normal | <ul style="list-style-type: none"> One or more non-essential software functions affected Issue with workaround |

Technical Support Response and Resolution Times

| Priority | Response Target | Resolution Target | 24/7 or Business Hours |
|------------|-----------------|-------------------|------------------------|
| 1-Critical | 1 hour | 4 hours | 24/7 |
| 2-High | 1 hour | 8 hours | Business Hours |
| 3-Medium | 12 hours | 24 hours | Business Hours |
| 4-Normal | 24 hours | 48 hours | Business Hours |

Service Levels.

a) Availability Service Level.

- 1) Service Level Standard. Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.
- 2) Calculation. $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point)
- 3) Performance Credit.
 - (i) Where Percentage Uptime is greater than 99.95%, no Performance Credit will be due to County.
 - (ii) Where Percentage Uptime is less than 99.95% two (2) consecutive months or four (4) months in a twelve (12) month period, County shall be due a Performance Credit in the amount equal to one (1) month of Services Fees. County must provide the written request to Contractor within thirty (30) days of such incident.
 - (iii) In the event that the Contractor does not meet the Response Target for incident Priority Levels one (1), two (2) or three (3) in the table above, upon the third occurrence and for subsequent occurrences', the County may request a refund of \$175.00.
- 4) The Services are deemed unavailable when the Contractor Platform no longer accepts any logins (native authentication) or is unusable for any reason other than a Snohomish County system issue or other Snohomish County fault. Any other reason for unavailability (e.g. VPN, SSO, LDAP, ACL change by the County, obsolete Contractor version in production) shall not be considered for the purpose of calculating the availability service level. Contractor's monitoring figures shall be the sole authoritative source for calculating the actual availability service level. The figures are available at <https://www.myeasyvista.com>. Service unavailability is treated as a priority P1 incident. Contractor and the County hereby agree to meet, at the County's request and no more than once per quarter, to review the availability service level of the Contractor Platform.
- 5) Exceptions. (a). The Services shall not be considered unavailable during maintenance operations in the following cases: (i) Where the County has been notified at least five (5) calendar days in advance; (ii) During the managed Software deployment phase; and/or (iii) During scheduled and critical maintenance operations.
(b). The Services shall not be considered unavailable, for the purpose of performance reporting, in the following cases: (i) Where the unavailability is due to a major Customer Data operation performed by the County, such as a mass data import, a cyclical business line rule change, or unavailability of the County's network or bandwidth outside the Contractor network; and/or (ii) a case of force majeure.

The availability service level is based on the volume information provided by the County, which determines the technical configuration of the Platform. Contractor cannot be held liable for non-compliance with the availability service level arising from the unsuitability of the volume information provided.

6) Escalation Path for Technical Support Issues. If County is not satisfied with the technical support provided by Contractor, County shall contact Contractor's (Lead Support Engineer_ as the first escalation point. If the Contractor's (Lead Support Engineer) is not available or the County wishes to escalate to the next level, County shall contact the Contractor's (VP, Professional Services). Such contract persons may be changed from time-to-time at the sole discretion of the Contractor, upon written notice to the County.

7) Configuration Change. The Services availability service level is based on the Platform, which is configured to achieve the performance and availability levels. If the number of users increases by more than twenty (20) percent, Contractor shall inform the County of the new technical requirements. The new technical configuration shall be implemented by the Contractor at the earliest opportunity. The availability service level commitments shall be suspended from the point at which Contractor serves such notification to the County, until the technical configuration is extended accordingly.

Exhibit C

Pricing and Payment Summary

| Description | Fees |
|---|---------------------|
| Total Implementation Services | \$74,119.00 |
| Travel and Expenses (not to exceed) | \$10,000.00 |
| Annual recurring SaaS fee (Self Help Essential package is included for no charge with 5 concurrent Self Help user licenses, 50 knowledge flows, and 50,000 knowledge sessions). | \$43,806.00 |
| | |
| | |
| TOTAL FEES | \$127,925.00 |
| | |
| | |

OPTIONAL PRODUCT/SERVICE FEES

| Description | Fees |
|--|-------------|
| Authorized Users and Services Fees | |
| Additional Service Manager License fees /per user – per year | \$1,251.60 |
| Self Help add-ons / per user – per year | \$1,200.00 |
| VPN & SSO license fee / per license – per year | \$2,000.00 |
| Self Help 100,000 pack of knowledge sessions – per year | \$25,000.00 |
| Self Help Additional connector – per year | \$2,000.00 |
| Service Manager Storage Fees /additional 10GB – per year | \$3,000.00 |
| Self Help resource storage /additional 50GB - per year | \$5,000.00 |
| Data Restore requests – per unit | \$250.00 |

PRODUCT DETAILS

Annual recurring SaaS fee (Authorized Users and Services Fees). The County shall pay for 35 Concurrent Service Manager licenses at \$1,251.60/year for each concurrent license, totaling \$43,806 per year. Any additional licenses are \$1,251.60/year per user.

Unlimited Service Apps licenses are included at no additional cost.

Self Help add-ons: additional Concurrent Service Manager licenses cost \$1,200/year per user. VPN & SSO licenses cost \$2,000/year per license. 100,000 pack of knowledge sessions cost \$25,000/year; each additional connector is \$2,000/year.

Self Help Essential Package included at no charge. Self Help Essential Package includes:

Essential

Price: \$2,000/mo
5 Concurrent Users Included
50 Knowledge Flows
50,000 Knowledge Sessions ⁽¹⁾

Standard Support

- ✓ Design Studio
- ✓ Standard Skin
- ✓ Standard Reporting
- ✓ 1 Connector
- ✓ 10GB of Storage
- * VPN & SSO
- * Individual Instance / URL
- * Designated CIM
- * 99.95% SLA

**Included in Service Manager for New Customers*

Payments. Contractor shall invoice the County annually.

Storage Fees. Service Manager attachment storage is \$3,000/year for each additional 10GB. Self Help resources storage is \$5,000/year for each additional 50GB.

Storage Threshold(s). Contractor provides unlimited data storage. Service Manager attachment storage is 10GB. Self Help resources storage is 10GB.

Data Restore. Restore requests not associated with unavailability for which Contractor is at fault are billed at \$250 per unit.

Delivery Methodology

FOR EASYVISTA PROFESSIONAL SERVICES

PROPRIETARY AND CONFIDENTIAL

EasyVista, Inc.
3 Columbus Circle
15th Floor, Suite 1532
New York, NY 10019
Tel: +1 888-EZV-ITSM

Summary

- Project Methodology 4**
- Approach..... 4**
- EasyStart 4**
- VistaAssist 5**
- Project Team..... 6**
- Customer 6**
 - Project Sponsor 6
 - Project Manager 6
 - Primary Administrator 6
 - Secondary Administrator 6
 - Application Specialist 6
- EasyVista 7**
 - Project Manager 7
 - Technical Architect..... 7
 - Consultant 7
- Engagement Management (Project Management)..... 8**
- Project Initiation..... 9**
- Welcome Meeting 9**
 - Attendees: 9
 - Purpose:..... 9
- Scheduling Meeting..... 9**
 - Attendees: 9
 - Purpose:..... 9
- Pre Kickoff Meeting..... 10**
 - Attendees:10
 - Purpose:.....10
- Kickoff Meeting 10**
 - Attendees:10
 - Purpose:.....10
- Environment Preparation 11**
- Software as a Service (SaaS)..... 11**
- On Premise Installation 11**
- Single Sign On (SSO) 12**

Virtual Private Network (VPN)..... 12

Project Delivery Phase13

Training 13

- Training Room Requirements13
- Module / Process Specific Training13
- Solution Training13

Design & Planning 13

- Goal & Output – EasyStart13
- Goal & Output – VistaAssist14
- Workshops.....14
- Specifications.....14

Configuration / Implementation..... 15

- Goal & Output – EasyStart15
- Goal & Output – VistaAssist15
- Configuration vs. Assistance15

System Integration Assistance 15

- Standard vs. Custom Integrations.....15

User Acceptance Testing Assistance 18

Go Live Assistance 18

Support19

- Support – Project Mode 19**
- Support – Safety Net 20**
- Support - Standard 21**

Project Methodology

EasyVista's solution oriented engagement delivery methodology combines consulting, training, design, implementation and customization services related to and enabled by the EasyVista family of products. The solution is designed to guide Customers through the following steps associated not only with implementation of technology but also with the delivery of a comprehensive service management strategy. This is a complete solution focusing people, processes and technology on the goal of implementing or continually improving methods and procedures related to the Customer's service management needs.

As an industry leader in the ITSM space, EasyVista has the proven experience, technical skills, and award-winning products to help you design, implement, and optimize your IT management systems for a maximum return on your investment.

EasyVista's mission is to be "your trusted IT service management partner" and EasyVista looks forward to the opportunity to earn Customer trust and to exceed expectations.

Approach

To meet the needs of EasyVista's various customers, EasyVista offers two approaches in its Services offerings:

EasyStart

EasyVista's EasyStart approach is the perfect solution for organizations that want to quickly and cost effectively implement a Service Desk solution based on best practices. EasyStart's include:

- **Pre-Project Assessment** - New customers will be asked to complete a questionnaire identifying critical project information such as: Key players, Success criteria, Project Objectives, Business Objectives
- **Training** - System Administrator training as well as training on the process(es) to be implemented
- **Templates** - Installation of best practice templates
- **Design & Configuration** - Minimal design & configuration for each in-scope process to make the templated processes functional in your environment
- **Technician Training** - Quick training session to introduce back office users to the implemented solution
- **SafetyNet** - Consultant to Support hand-off
- **Post-Project Assessment** - EasyVista will perform a 6-month touch point to review maturity and growth and begin planning for the next phase of implementation, if required.

VistaAssist

EasyVista's VistaAssist approach is a comprehensive offering covering the entire lifecycle of the project. The VistaAssist Approach covers:

- **Pre-Project Assessment** - New customers will be asked to complete a questionnaire identifying critical project information such as: Key players, Success criteria, Project Objectives, Business Objectives
- **Planning** – EasyVista will work with stakeholders to understand the needs of the business which will be incorporated into the design
- **Training** – System Administrator training as well as training on the process to be implemented
- **Design** – EasyVista will work with you to create a design document per process. This document will be used during the Configuration phase of the project.
- **Configuration** – EasyVista will configure the environment according to the specifications in the design template
- **UAT** – EasyVista will work with you to create a User Acceptance Test plan
- **Go Live Assistance** – The first few hours of Go Live are critical and EasyVista will be there to provide insights and answer any questions which may arise.
- **SafetyNet** – Consultant to Support hand-off
- **Post-Project Assessment** – EasyVista will perform a 6-month touch point to review maturity and growth and begin planning for the next phase of implementation, if required.

Note. Both approaches include access to EV Foundations providing full documentation for each of the in-scope processes, plus access to ITIL v3 Foundations and other courses at no additional cost.

Project Team

To ensure that your EasyVista project is delivered at the optimum level of consistency and quality, EasyVista recommends the following project team:

Customer

- Project Sponsor

The project sponsor is usually a senior member of management who is typically involved in approving or supporting the allocation of resources, defining the goals, and monitoring the progress of a project. Involvement of this champion or advocate is key for the project to be adopted by other members of senior management and to drive cultural change within the organization.

- Project Manager

The Customer project manager will be the counterpart of the EasyVista project manager and should interface with the EasyVista project manager to ensure that the project moves forward without issues.

- Primary Administrator

We have found that successful projects absolutely depend upon a strong primary administrator who is committed to attending all of the sessions that are detailed within the statement of work. They are responsible for overall understanding of the system, design and configuration assistance, and the day to day care and maintenance of the final solution, and often facilitate the transfer of knowledge to power users within the organization.

- Secondary Administrator

It's always a good idea to be two deep in this important role.

- Application Specialist

If your project requires integration work with a third party product, you will need to provide a resource that is able to manage the integration from the third party product side. EasyVista consultants are authorized only to connect to customer data services; not to create them. If extensive testing is required and an EasyVista consultant or support person must be involved, additional time and expense may be required.

EasyVista

- Project Manager

The project manager is a specialized resource who is skilled in organization, communication, and resource management.

The EasyVista project manager will interface with the customer project manager to ensure that the project moves along smoothly and without issues. Weekly status meetings will be held to track project progress.

Note. Unless otherwise noted in the statement of work, a single project manager will be assigned to your project.

- Technical Architect

For "on premise" installations of EasyVista Service Manager or Service Apps, a technical architect (TA) will be assigned. The TA will conduct a technical architecture workshop with customer's technical team that will address hardware, software, and infrastructure requirements and will lead the team through the installation of EasyVista.

Note. No TA process is required for SaaS installation of EasyVista.

Note. Unless otherwise noted in the statement of work, a single technical architect will be assigned to your project.

- Consultant

The EasyVista consultant will work with you as a member of your team. They will teach you about the product, assist you with best practice, lead you through design, and support you through testing and go live.

Engagement Management (Project Management)

Project initiation occurs once the signed Software as a Service Agreement, SOW and method of payment have been sent by Customer and accepted by EasyVista.

The project will progress through several phases and will be managed either by the assigned consultant (smaller projects) or by a dedicated project manager (larger projects).

Unless otherwise noted in this SOW, the project will progress through the following major phases:

- Project Initiation
- Environment Preparation
- Project Delivery
- Project Support

The project manager is responsible for facilitating this process, scheduling weekly project review meetings, and generally making sure that the project stays on schedule and on budget.

Project Initiation

Welcome Meeting

- Attendees:

Required – EasyVista Project Manager, Customer Project Lead, EasyVista Director of Professional Services

Optional - EasyVista Sales Representative and/or Sales Engineer, EasyVista Lead Consultant, Customer Project Lead Delegates

- Purpose:

This meeting is designed to facilitate a seamless transition from Sales/Presales to Professional Services. It allows Pro Services to introduce the process and set expectations, and also serves as the transition point to the scheduling phase of the project.

Scheduling Meeting

- Attendees:

Required – EasyVista Project Manager, Customer Project Lead, EasyVista Consultant (if identified at this point in the process)

Optional - EasyVista Director of Professional Services, Customer Project Lead Delegates

- Purpose:

The purpose of this meeting is to schedule the pre kickoff meeting, the kickoff meeting, and the first of the engagement tasks. If possible, all tasks should be scheduled at this time. If the customer is unprepared to schedule all of the project activities, this can be postponed until the pre kickoff meeting. It is preferred that all dates should be locked in before the kickoff meeting.

Pre Kickoff Meeting

- Attendees:

Required – EasyVista Project Manager, Customer Project Lead, EasyVista Consultant

Optional – EasyVista Director of Professional Services, Customer Project Lead Delegates

- Purpose:

The purpose of this meeting is to introduce the Consultant and to discuss the plan for the kickoff meeting. Scheduling should be finalized during this meeting if it hasn't been already.

Kickoff Meeting

- Attendees:

Required – EasyVista Project Manager, Customer Project Lead, Customer Project Team, EasyVista Consultant

- Purpose:

The purpose of this meeting is to officially kick off the project.

Environment Preparation

Software as a Service (SaaS)

EasyVista will deliver one cloud based SaaS Platform. This platform will include three accounts: Demo, Production and Sandbox. These accounts equate to three independent databases. However, they all exist on the same server and cannot be upgraded independently.

Note. If you need multiple, totally independent environments for dev, test, and production, then you will need to purchase additional platforms.

On Premise Installation

EasyVista will remotely install one EasyVista environment on Customer premise. This platform will include three accounts: Demo, Production and Sandbox. These accounts equate to three independent databases. However, they all exist on the same server and cannot be upgraded independently.

A Technical White Paper detailing the installation process and hardware requirements can be found by [clicking here](#).

Note. If you need multiple, totally independent environments for dev, test, and production, then you will need to purchase additional platform installations.

- The Process
 - Technical Architecture Workshop:
 - Introduction to the EasyVista Three Tier Architecture
 - Infrastructure requirements and guidelines
 - Review of Customer requirements (i.e. Security, etc.)
 - Technical Architecture Document:
 - Document is the output of the technical architecture workshop
 - Describes in detail the infrastructure required for EasyVista installation including hardware, software and network requirements
 - Software Installation:
 - Software is installed on Customer servers according to the Technical Architecture Document

Note. Any "hardening" of the environment must be done AFTER EasyVista has been installed. EasyVista will not be responsible for correcting issues that have been caused by Customer "hardening" of EasyVista environment. EasyVista can assist with troubleshooting errors caused by "hardening". However, this assistance is not included in the scope of this SOW and will be at additional cost.

Single Sign On (SSO)

EasyVista is not a SSO solution. It is a client of the customer provided SSO system. The SSO system is in charge of identifying and authenticating the user. EasyVista is in charge of querying SSO to see if the user is authorized to access the system.

EasyVista will provide configuration assistance to allow EasyVista to authenticate to customer provided SSO solution.

Virtual Private Network (VPN)

Sometimes it is necessary to access your EasyVista SaaS solution via a VPN. For example, if your EasyVista solution is not exposed to the internet, you will need a VPN from your network to ours in order to access it. Company will be required to provide hardware/software/etc. to support VPN as well as technical resources to work with EasyVista technical resources to configure.

EasyVista will provide configuration assistance to allow Company to access their EasyVista solution over a VPN.

Project Delivery Phase

Depending on the approach selected, some components below may not be included.

Training

- Training Room Requirements

It is recommended that the size of each training session be limited to no more than six (6) participants. The training room must be equipped with one workstation per participant and a video projector (resolution 1024x768 or greater) and a whiteboard.

If training is to be delivered using virtual machines, the VM must be copied to 1 PC per trainee with:

- 4 GB of Memory
- 20 GB of available disk space
- VMware Workstation Player

- Module / Process Specific Training

Module or Process specific training is centered around an EasyVista module or on a specific process within that module. For example, Incident Management is a process within the Service Operation module of EasyVista. EasyVista will provide training on and/or assistance with each process area that is detailed in the services matrix above.

- Solution Training

Solution training is designed for customer's back office users who will be using the solution that the design team has designed and that the administration team has implemented. These users generally include help desk technicians, change managers, asset managers, etc. Solution training teaches them how to use the solution that has been customized for use in Company's environment. This training is considered train-the-trainer as it is usually the responsibility of the Customer to train their own end user community.

Design & Planning

- Goal & Output – EasyStart

There is no design deliverable for EASYSTART engagements. If time permits, EasyVista may assist with design questions but there is no commitment to produce a design or a design document.

- Goal & Output – VistaAssist

The goal of the design and planning sessions is to produce a functional design document. This document serves to define and lock in requirements at the beginning of the project so that the project scope is clearly defined and communicated.

- Workshops

EasyVista will conduct a workshop for each of the modules defined in the statement of work.

- Requirements Gathering

During the requirements gathering portion of the workshop, the focus is on Customer business needs, pain points, and goals. Customer requirements are gathered and translated into a set of requirements that define what the system should do. Our approach is designed to:

understand the present environment state challenges opportunities pain points
understand the desired environment state provide a roadmap to get to the desired environment state

- Product Review

The purpose of the product review is to discuss how the roadmap developed during the requirements gathering session can be implemented in EasyVista and to prepare for the design workshops.

- Design Workshop

Information collected during the requirements gathering session is transformed into an organized and coherent format. The purpose of the design workshop is to study each of the requirements and to identify how these requirements can be mapped to the proper functions in EasyVista.

- Specifications

- Data Collection Template

EasyVista will create and provide Data Collection Templates (DCTs) that will define and provide a place for gathering the requirements of solution and how it will be implemented in EasyVista according to the requirements identified by the customer and the functional options selected. The DCT represents a list of functional deliverables.

The DCT is an Excel Template and will be adapted to align with the design requirements of the solution. EasyVista will introduce customer to the process of data gathering and the specifics of how to enter data into the DCTs. Once this introduction has been completed, customer may be required to complete this document with minimal consultant interaction.

The DCTs will be delivered at the conclusion of the design phase.

Configuration / Implementation

- Goal & Output – EasyStart

EASYSTART engagements include a pre-configured, best practice based environment. Time permitting, EasyVista may choose to do minimal configuration to align environment with CUSTOMER use cases but there is no commitment or requirement to do so.

- Goal & Output – VistaAssist

During the implementation phase EasyVista will configure customer's environment to align with the design documentations produced during the planning and design phase. EasyVista will complete role setup, profile creation, workflows, screen designs and catalogs that were discussed during the workshops and defined in the design document. EasyVista will take every opportunity to involve customer administrators in the configuration process to facilitate effective knowledge transfer and to insure that customer administrators are enabled to manage the solution after the go live. It is the customer's responsibility to gauge the effectiveness of this knowledge transfer and to insure that their administrators are enabled.

- Configuration vs. Assistance

Some of the line items in the services matrix above reference configuration and other lines reference assistance.

Configuration elements are tasks that can easily be scoped and completed within the timeframe of this project. For example, Incident Management Configuration can be clearly defined and is easily deliverable within the timeframe of this project.

Assistance elements are tasks that are continuous in nature and are generally ongoing processes or are tasks that EasyVista has little control over. A good example of the former would be implementation of Knowledge Management and the latter would be integration with a customer developed application.

It is the goal of EasyVista to deliver complete configuration elements and to assist and enable the customer to be proficient with assistance elements.

System Integration Assistance

- Standard vs. Custom Integrations

- Standard Integration

Standard integrations are integrations that EasyVista has performed a number of times before with a high degree of success and low level of risk. These standard integrations are available in our standard integrations document.

Scoping Process (Standard)

Standard integrations are known integrations. Therefore, EasyVista can provide accurate level of effort expectations without additional discovery.

o Custom Integration

Custom integrations are integrations that EasyVista has not performed before or that come with a high degree of risk.

Note. If custom code is required to meet the goals of the integration, this code is guaranteed to function only with the current major version of EasyVista and only with the tested version of the integration target application. No guarantee of backward or forward compatibility is offered or implied.

Scoping Process (Custom)

Custom integrations are unknown integrations and require additional discovery and scoping per the following process:

Via Web Service

Customer Responsibilities

1. Customer will provide a detailed synopsis of what the integration between EasyVista and their software should do.
2. Customer will supply a list of the methods that are exposed by the service that their software offers as well as an explanation of how these methods will enable the functionality detailed in step 1.
3. Customer will verify that their software's web service API is SOAP/REST based and that methods are exposed. Customer will provide reference documentation to EasyVista consultant.

Note. EasyVista does not develop web services. EasyVista will connect to existing web services or web services that Customer develops in house. If Customer development team requires additional assistance, this is not in scope for this SOW and will need to be scoped in an additional SOW.

Via Direct Database Connection

Customer Responsibility

1. Customer will provide a detailed synopsis of what the integration between EasyVista and their software should do.
2. Customer will supply a complete data dictionary for the source database.

Via Email

Customer Responsibility

1. Customer will provide a detailed synopsis of what the integration between EasyVista and their software should do.
2. EasyVista will provide access to standards based servers and protocols for email interface.

Via .CSV File Import

Customer Responsibility

1. Customer will provide a detailed synopsis of what the integration between EasyVista and their software should do.
2. Customer will provide a clean .CSV import file. EasyVista will not be responsible for data cleanup and normalization.

o EasyVista Consultant Responsibilities

1. EasyVista consultant will review the elements of the component with the customer and will validate the ability to deliver the functionality detailed in step 1 using the methods that customer's software exposes via its web service. The status will be determined at this point and will consist of the following:
 2. GO
 - a. The consultant has determined that the functionality detailed in step 1 CAN be delivered and that the amount of time that has been estimated is appropriate.
 - i. Proceed with no modifications
 3. NO GO
 - a. The consultant has determined that the functionality detailed in step 1 CAN NOT be delivered and that it falls outside of core EasyVista functionality.
 - i. Cannot proceed. Time scoped for integration can be repurposed or not billed.
 4. GO – With Modifications
 - a. The consultant has determined that the functionality detailed in step 1 CAN be delivered but that the amount of time that has been estimated is not sufficient.
 - i. Change order will need to be executed by EasyVista and customer to add time for additional scope.
 5. EasyVista will configure the integration with respect to the customer's priorities and within the days of assistance purchased for the task. The customer and EasyVista will jointly manage and track the days of assistance delivered for the integration.

User Acceptance Testing Assistance

The purpose of user acceptance testing is for the customer team to validate that the work that has been delivered by the EasyVista Consultant delivers what was detailed in the design document.

Note. Proper User Acceptance Testing is ultimately the responsibility of the Customer. The EasyVista Consultant can assist with some initial direction regarding how to plan for UAT and is available to address issues as they come up.

The time set aside for UAT on the SOW is defined as EasyVista Consultant EFFORT ONLY as opposed to total UAT DURATION. For example, your UAT period may last three weeks. During that time period, the EasyVista Consultant can provide assistance up to the total number of days/hours specified on the SOW.

Note. UAT Assistance is provided remotely unless otherwise called out in the statement of work.

Go Live Assistance

The EasyVista consultant will be available to provide assistance during the Go Live process.

Note. Go Live is ultimately the responsibility of the Customer. The EasyVista Consultant can assist with some initial direction regarding how to plan for Go Live and is available to address issues as they come up.

The time set aside for Go Live on the SOW is defined as EasyVista Consultant EFFORT ONLY as opposed to total Go Live DURATION. For example, your Go Live period may last three weeks. During that time period, the EasyVista Consultant can provide assistance up to the total number of days/hours specified on the SOW.

Note. Go Live Assistance is provided remotely unless otherwise called out in the statement of work.

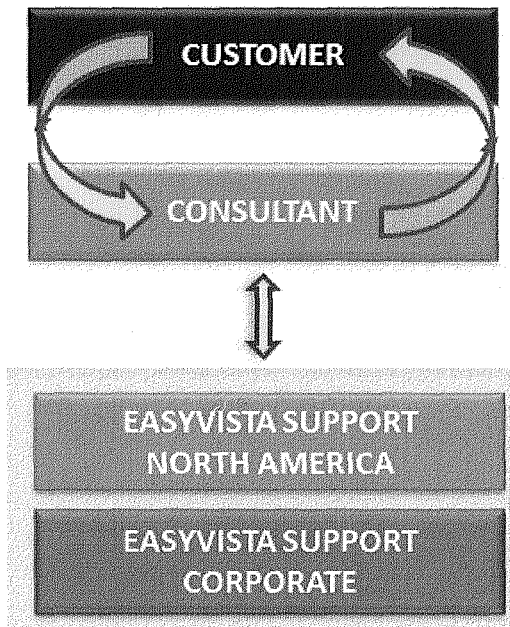
Support

Support is provided differently depending on the current project phase.

1. Project Mode
 - Between Kickoff and Go Live OR end of EASYSTART engagement
2. SafetyNet
 - Starts after Go Live OR end of EASYSTART engagement and runs for two to four weeks based upon the type of engagement.
3. Production Mode
 - Standard Support – Starts after SafetyNet

Support – Project Mode

Support during the project is provided by the EasyVista consultant.



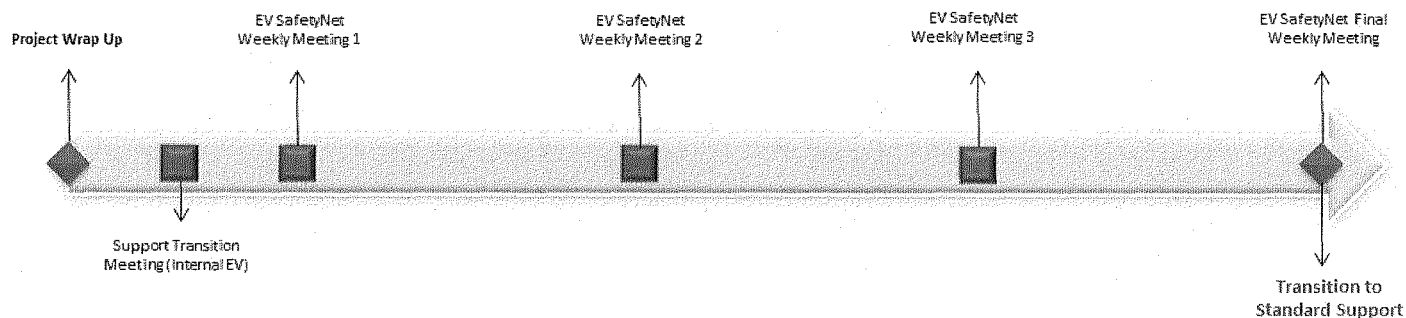
- During the project phase (kickoff to go live), customer project team submits issues to the EasyVista consultant
- The EasyVista consultant attempts to resolve the issue
- Escalates to Support if resolution cannot be achieved
- If Support cannot achieve resolution, they escalate to Corporate Support
- Support communicates with the consultant and consultant communicates to the project team

Support – Safety Net

After Go Live OR end of EASYSTART engagement, support is transitioned from the Consultant to EasyVista North American Support and into an enhanced mode of support called Safety Net.

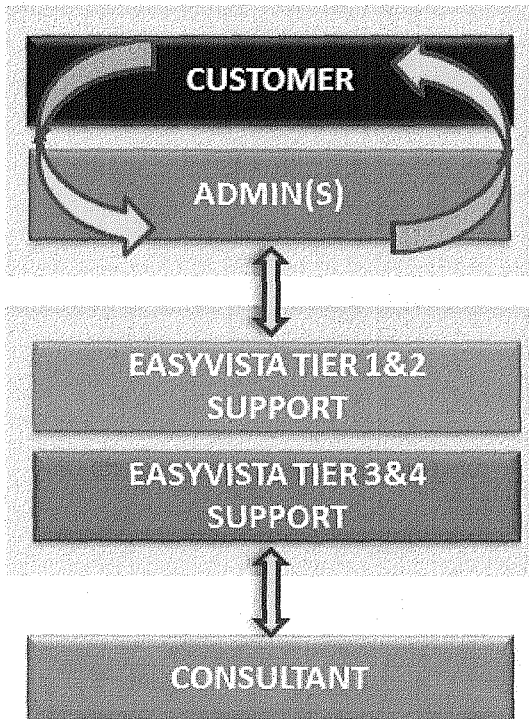
This program is designed to smooth the transition from project to support by providing enhanced assistance and is delivered in the form of 2 or 4 one hour weekly meetings based upon the type of engagement.

Safety Net is active for 2 to 4 weeks based upon the type of engagement.



Support - Standard

After the Safety Net period, Customer will transition to the standard method of support that was negotiated with EasyVista Sales during contract negotiation (Standard / Premium Support).



- After project go live, customer end users submit issues to their EasyVista administrators.
- EasyVista administrators escalate to Support if resolution cannot be achieved.
- Up to three pre-defined personnel can submit tickets.

- Support escalates to Corporate Support if resolution cannot be achieved.
- Support communicates with the EasyVista administrators, who communicate to customer end users.

- Support may reach out to the consultant if project or design related information is required.

- Tier 0
 - Tier 0 of support is provided by EasyVista trained Customer Administrators. These trained administrators should be registered with support during the transition to SafetyNet and are the only customer contacts that are authorized to contact support directly. Customer administrators must have received administrator training or be EasyVista Foundation Certified.
- Tier 1 & 2
 - Tier 1 & 2 of support is provided by EasyVista Support.
- Tier 3
 - Tier 3 of support is provided by EasyVista Corporate Support.
- Tier 4
 - Tier 4 of support is the research and development team.

FINANCE POLICY STATEMENT

POLICY -1211

TRAVEL EXPENSES

PURPOSE: *This policy governs the payment of county employees, elected officials, vendors, contractors and others, for travel expenses incurred in connection with official county business.*

APPROVED BY: Nathan Kennedy

EFFECTIVE: 07/24/1995; 11/15/2017; 8/14/18

LAST REVISED: 8/14/18

Snohomish County Code 2.100.030 establishes that the Finance Department "shall have the authority to implement administrative policies and procedures that provide for a comprehensive, orderly basis for program planning, budget development, and fiscal management and control, including efficient accounting and reporting procedures for county government and may include, in addition, such procedures as will generally promote more efficient management of public funds. To this end, all officers and employees of the county shall furnish the department with information and records that the director may request as he deems necessary to further the purposes of this chapter. Such information and records shall be submitted in a timely manner and in such form as the director may specify."

***** When appropriate, substitute the Legislative, Judicial or relevant Elected Officer's authorizing authority when the policy calls for Executive approval. Approval from the Legislative branch must be by a majority. "Department" is interchangeable with "Office". *****

DEFINITIONS:

CONTINENTAL UNITED STATES – As used in this policy, all areas in the 48 contiguous states and the District of Columbia.

DE MINIMIS – No more than 50 percent of the current applicable per diem rate.

DETAILED RECEIPTS – Receipts that itemize (list) items purchased including their cost and method of payment. A receipt showing only the total of the purchase does not qualify for a detailed receipt.

FOREIGN TRAVEL – Travel in all areas of the world outside of the United States of America and its possessions.

INCIDENTALS – Examples of incidentals include monetary exchange rates, fees and tips given to porters, baggage carriers, hotel maids, stewards or stewardesses, transportation between

places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the temporary duty site.

NON-CONTIGUOUS UNITED STATES – As used in this policy, all areas in Alaska, Hawaii, Commonwealth of Puerto Rico and all areas in possession of the United States of America throughout the world.

OFFICIAL RESIDENCE – The city, town or other location where an elected official or employee maintains a residence that is used as their primary domicile.

OFFICIAL WORKSTATION – The city, town or other location where the elected official or employee's office is located, or the city, town or location where the elected official or employee's work is performed on a permanent basis.

PER DIEM – Pre-defined flat travel rate that is used in place of actual receipts for daily travel costs covering meal and incidental expenses while in travel status.

QUALIFIED LODGING EXPENSES – Traveling 50 miles or more or an average 1 hour travel time from the closer of either the employee's official residence or official work station.

REGULAR WORK SCHEDULE – Hours a person normally works, assigned hours of work.

TRAVEL STATUS – The official status of a traveler when the traveler is away from both the official residence and the official workstation, exclusive of commuting between the traveler's official workstation and official residence, on county-related business.

Policy Organization:

| | |
|---|---|
| A. GENERAL TRAVEL POLICIES | 3 |
| B. AUTHORIZATION & REIMBURSEMENT OF EXPENSES | 4 |
| C. TRAVEL EXPENSES - MEALS | 4 |
| <i>GENERAL MEAL EXPENSES</i> | 4 |
| <i>MEALS – DAY TRAVEL</i> | 5 |
| <i>MEALS – OVERNIGHT TRAVEL</i> | 5 |
| D. TRAVEL EXPENSES - LODGING | 6 |
| E. TRAVEL EXPENSES - TRANSPORTATION | 6 |
| F. OTHER TRAVEL EXPENSES | 6 |
| G. COUNTY BOARDS, COMMISSIONS, QUASI-EMPLOYEES & MANAGEMENT CANDIDATES | 7 |
| H. DISALLOWED EXPENSES | 7 |
| I. COUNTY EMPLOYEES AND ELECTED OFFICIALS - CLAIMING REIMBURSEMENT FOR EXPENSES INCURRED ON BEHALF OF OTHERS | 7 |
| J. DOCUMENTATION OF ALL EXPENSES REQUIRED | 8 |
| K. TRAVEL CREDIT OR PURCHASE CARD | 8 |

A. General Travel Policies

- 1. Authorization & Documentation:** The County will reimburse county employees and elected officials for expenses incurred in conjunction with travel on official county business *only* when properly documented and authorized.
- 2. Prudent Judgment:** All employees shall exercise prudent judgment in planning trips and incurring expenses and shall exercise care to avoid impropriety or the appearance of impropriety. Unnecessary or excessive expenses as defined by the Department's Director or Executive will *not* be reimbursed. Each employee should eliminate unnecessary travel in the performance of work assignments. When feasible, two or more employees should travel on official business in a single vehicle.
- 3. Vacation in Conjunction with Business Travel:** When personal vacation time is added to a business trip, any cost variance in airfare, car rental, lodging, etc. must be clearly identified on the Travel Expense Reimbursement form. The County will not prepay any personal expenses with the intention of being "repaid" at a later time (including charges to a county credit card), nor will any personal expenses be reimbursed.
- 4. Covered Travel Time:** Travel to destination and back is work time when it falls into the employee's regular workday, excluding meal times. Regular workday hours include corresponding hours on non-working days, such as weekends. Only a vehicle driver will be reimbursed for travel time that occurs during periods that fall outside of the regular workday hours. If the traveler's work schedule includes shifts, such as Sheriff Deputies or Correctional Officers, the work schedule will be based on an 8:00-5:00 work day.
- 5. Timing of Reimbursement Claims:** Each employee or elected official is responsible for the timely claim (15 business days or less after return) of his or her own reimbursements. When claiming reimbursement of *actual* expenses incurred on behalf of another see Sections I and J. *Per diem* cannot be claimed for another individual. For others, such as a contractor or vendor, timely claims should be submitted within 30 days.
- 6. Unusual Circumstances:** If a circumstance arises that is not specifically covered in this policy, then the most conservative course of action should be taken.
- 7. Alteration of Pre-Approved Events:** Health and safety of travelers is a top priority in the conduct of travel-related activities. It is considered advantageous to the County for travel plans and itineraries to be established and altered with consideration of hazardous inclement weather, situations that could threaten the health and safety of county personnel and other unplanned situations.
 - a. **When Severe Inclement Weather Is Not Involved** – Alteration of travel plans and itineraries for health, safety or work emergency, when severe inclement weather is not involved, and that will result in extra travel expenses, including meal and/or lodging costs, must generally be pre-approved by the traveler's supervisor. In emergency situations, such as sudden on-set of incapacitating illness or delay of travel due to interruption of transportation, the supervisor should be contacted as soon as possible. The condition must also be noted on the traveler's travel expense reimbursement form. The notation on/ or attached to the travel expense form must include an explanation of the health or safety issue, the name of the supervisor who approved the alteration, and the date and time of approval.
 - b. **When Severe Inclement Weather Is Involved** – Travel plans and itinerary alteration because of severe inclement weather that may cause additional costs to be incurred, require prompt notification to the traveler's supervisor. The condition must also be noted on the traveler's travel expense reimbursement form. The notation on

the travel expense form must include a short description of the severe inclement weather, the name of the supervisor who was notified and the date and time of notification.

B. Authorization & Reimbursement of Expenses (See Section "G" for county boards, commissions and non employees.)

1. In-State Day Travel:

- a. *Authorization* for in-state day travel does *not* require use of Finance's "Travel and Business Expense Authorization" (TBEA) form. However, individual departments may choose to require use of this form for day travel. Review relevant Executive Order for potential additional requirements.
- b. *Reimbursement* for day travel requires completion of Finance's "Expense Reimbursement" form and authorization from the department head.

2. In-State Overnight Travel:

- a. *Authorization*: County employees, other than elected officials and department heads, must obtain prior authorization from the department head or designee. Use of Finance's "Travel and Business Expense Authorization" (TBEA) form is required.
- b. Where four (4) or more employees from one department attend the same conference, prior authorization must be obtained from the County Executive. See relevant Executive Order for memo requirements.
- c. Elected officials and department heads do not require prior authorization from the Executive. For audit purposes, it is recommended that a TBEA form be completed prior to travel.
- d. *Reimbursement* for travel requires completion of Finance's "Expense Reimbursement" form and authorization from the department head.

3. Out-of-state travel, including out-of-state day trips:

- a. *Authorization*: County employees must obtain prior authorization from both the department head and the appropriate elected official. Use of Finance's "Travel and Business Expense Authorization" (TBEA) form is required. Also, see relevant Executive Order for memo requirements.
- b. *Reimbursement* for day travel requires completion of Finance's "Expense Reimbursement" form and authorization from the department head.

4. All travel expenses of persons who are not county employees, not elected officials, nor members of boards or commissions must be authorized in advance by the County Executive, except in cases of prior approval such as contracts, grants and budgets.

5. Actual expenses that exceed by 10% those previously authorized by the Executive must be re-authorized by the department head and Executive before payment or reimbursement of expenses will be made. Use of Finance's "Travel and Business Expense Authorization" (TBEA) form is required.

C. Travel Expenses - Meals

1. General Meal Expenses

- a. Annually, the Finance Director or designee will issue a memorandum to notify all department heads and elected officials of the new per diem tables.
- b. Reimbursement payment will be based upon per diem and will be in-lieu of the actual cost of the meal, tip and incidentals. *Actual* expenses will be reimbursed only in special circumstances and will be based upon receipts. In those cases, tips shall not exceed 15%. The circumstances justifying the need to use actual

- expenses will be defined and approved by the department head. This process is not to be used to circumvent the per diem reimbursement process.
- c. Per diem will, to the extent sufficient available resources exist, equal the Meals and Incidental Expense Allowance of the U.S. Federal Government, per Internal Revenue Service Publication 1542, Per Diem rates (for travel within the contiguous United States). Per diem for travel to non-contiguous U.S. locations and foreign travel will be reimbursed based on rates attached to the GSA website (US General Services Administration). Visit: [US General Services Administration Per Diem Rates](#) for the most up-to-date per diem rates.
 - d. Per Diem: Types of costs included in per diem include:
 - The basic cost of the meal,
 - Any incidental expenses,
 - Any applicable sales tax, and
 - Any customary tip or gratuity.
 - e. Reimbursement for meal expenses **is not** to be authorized when an employee typically would not incur expenses for meals because they are furnished by the hosting party. The only exception would be if dietary restrictions cannot be met by the hosting party.
 - Regular per diem reimbursement is not given when meals are provided by the host facility visited or when included in the registration fee for a meeting, conference, workshop, seminar or convention.
 - Meal reimbursements are not required to be reduced or eliminated due to meals served on airlines. Similarly, meal reimbursements are not required to be reduced for continental breakfast included in the registration fee of a meeting, conference, workshop, seminar or convention.
 - f. See Section J of this policy, Documentation of All Expenses Required, for travel and reimbursement documentation requirements.

2. Meals - Day Travel

- a. The County will reimburse county employees and elected officials for meal expenses incurred in conjunction with official county business when in appropriate travel status.
- b. On any qualified day when full per diem is not being claimed the per diem will be apportioned into separate amounts for breakfast, lunch and dinner based on the "Meals and Incidental Expense Breakdown" located on the GSA website. Incidentals, which are a part of per diem, will *not* be apportioned. The full incidental amount is still allowed.
- c. On any qualified day when *no* per diem is reimbursed the full incidental amount is still allowed.
- d. Meals reimbursed while in travel status that do not involve an overnight stay are taxable per IRS rules. ***These meal reimbursements will be processed through payroll and will be reported on W-2s for both employees and elected officials.***
- e. To qualify for meal reimbursement ***during day travel*** the traveler must be in travel status during the County determined meal time(s) which are during the hours of:
 - Prior to 9:00 a.m. for breakfast
 - 11:00 a.m. to 1:30 p.m. for lunch
 - 5:00 p.m. to 8:00 p.m. for dinner

3. Meals - Overnight Travel

- a. Per diem for the first day of overnight travel and last day of overnight travel will be reimbursed at 75%. The seventy five percent per diem rates can be

found by visiting US General Services Administration Per Diem Rates (GSA) website.

- b. When a meal or meals are provided at no cost in conjunction with travel events, the full meals per diem reimbursement rate is reduced by the full amount of the provided meal(s). The full incidental amount is still allowed.
- c. When meals are provided on a travel departure or return day, the full meal per diem reimbursement rate is reduced by the full amount of the appropriate meal(s) followed by a 75% prorating of the balance. A meal breakdown, "Meals and Incidental Expense Breakdown" of breakfast, lunch, dinner and incidentals can be found on the GSA website US General Services Administration Per Diem Rates.

D. Travel Expenses – Lodging

1. The County will reimburse county employees and elected officials for qualified lodging expenses incurred while on official county business trips based on **original** detailed receipts for actual expenses. Per diem will *not* be paid for lodging.
2. Reimbursement for lodging expenses incurred within or equaling fifty (50) miles (most direct road miles measured from the lodging facility) of the closer of either the employee's official residence or official work station is **not allowed** except under one of the following three conditions:
 - a. An overnight stay in commercial lodging to avoid having an employee drive back and forth for back-to-back late night/early morning official county business (late night/early morning defined as total time, including travel, is beyond your normal work day plus three hours).
 - b. When a work emergency or the health and safety of travelers is of concern as provided in Section A, item 7.
 - c. When the department determines that staying overnight is more efficient and/or effective.

Refer to Section B of this policy for required authorizations.

E. Travel Expenses - Transportation

1. The County will reimburse county employees and elected officials for transportation expenses, such as taxi fare or train fare, other than vehicle mileage incurred while on official county business trips based on **original** detailed receipts for actual expenses.
2. Employees and elected officials are encouraged to use the least cost method of transportation. Where possible, they are also encouraged to carpool.
3. Personal vehicle mileage will be reimbursed at the rate established pursuant to SCC 3.36.020(2), except as otherwise provided by law.
4. Vehicle mileage for reimbursement will be computed as the *lower of*: (1) the estimated distance from the employee's official work station to the destination, or (2) the actual distance from the employee's official residence to the destination. Also included is the return trip.
5. County will reimburse employees and elected officials for mileage when required to travel to an off-site work location other than their normal work station. Reimbursement will only be for mileage that exceeds the mileage of their regular daily commute.

F. Other Travel Expenses

1. The County will reimburse county employees, elected officials or others for other job related travel expenses (e.g. parking, business telephone calls) incurred while on official

county business based on **original** detailed receipts for actual expenses. For business expenses see policy 1209 for additional information and requirements.

2. Expenses of \$10 or less per day for which no receipt is issued (such as parking, tolls, etc.) will be considered for reimbursement provided the department head or designee deems the expense reasonable and not excessive in total. An explanation of what the expense was for, date and cost must be submitted with the reimbursement form.

G. County Boards, Commissions, Quasi-Employees & Management Candidates

1. The county will reimburse members of county boards and commissions for mileage to and from meetings and for other expenses approved by the applicable department head or designee to the extent authorized by SCC 2.03.070.
2. The County will reimburse county boards, commissions and persons who are neither county employees nor elected officials for travel and expenses where the payment can be reasonably construed to be in consideration for a service performed or other substantial benefit received by the county of commensurate value. In addition to other requirements, this type of reimbursement requires prior authorization and documentation as provided in this policy. For additional requirements please see sections B, F and J of this policy. For business expenses see policy 1209 for additional information.
3. Departments may request to reimburse prospective management level employees and commissioned positions for travel expenses incurred in connection with interviews or examinations that take place 50 miles or more away from their residence.
 - a. Finance Department's Travel and Business Authorization form must be completed.
 - b. Prior approval from the department head or designee and appropriate elected official or designee is required.
 - c. Air transportation expenses are allowed, but may not exceed the equivalent of round trip economy air fare.
 - d. The County reimburses expenses for traveling by taxi, bus or rental car between the common carrier terminal (usually airport) and lodging as required for the interview or examination.
 - e. Lodging expenses should be reasonable and relative to the lodging per diem on the GSA website for the Everett area. GSA website is [US General Services Administration Per Diem Rates](#)

H. Disallowed Expenses

1. The county will not provide reimbursement for the following:
 - a. Fines, penalties, and/or forfeitures;
 - b. Tobacco, vaping or cannabis products, alcoholic beverages, entertainment, personal clothing, sundries, personal telephone calls or telegrams, or other like personal services or items;
 - c. Meals or lodging in lieu of other meals and/or lodging expense which are included in a convention or other registration fee, see section C, 1e and 2e for exceptions;
 - b. First-class travel accommodations, unless pre-authorized by the appropriate elected official or designee.
 - c. Expenses in excess of per diem which are deemed excessive by the appropriate approving authority.

I. County Employees/Elected Officials May Claim Reimbursement For Travel Expenses Incurred On Behalf of Others

1. County employees and elected officials may claim reimbursement based on **original** detailed receipts for transportation, lodging, and meals when incurred by them on behalf of others, except for disallowed expenses itemized in section H of this policy. See Section J, items 4 and 5 for documentation requirements.

J. Documentation of All Expenses Required

1. All requests for reimbursement must be submitted on a travel expense reimbursement form adopted by the Finance Department.
2. Finance's Travel and Business Expense Authorization form and Expense Reimbursement form are located at Finance Operations\Accounts Payable\Forms. Departments that do not require pre-authorization of day travel are not required to complete the Travel and Business Expense Authorization form, but must still complete the Expense Reimbursement form.
3. **Original** detailed receipts must be attached to the expense reimbursement form for lodging, transportation and other travel expenses claimed, other than mileage, except when receipts are not issued (see section F). If a receipt is lost a "Missing Receipt" form must be completed. The form is located at Finance Operations\Accounts Payable\Forms.
4. When an employee or elected official claims reimbursement for travel expenses incurred on behalf of another (except for per diems which cannot be claimed on behalf of another), in addition to other requirements, a detailed accounting must be attached to the expense reimbursement form which includes at least the following:
 - a. Name, department, and title, if any, of the person on whose behalf expenses were incurred;
 - b. Whether the person is a county employee and, if not, the nature of his or her connection with county business;
 - c. Who provided the lodging, meals, or other services;
 - d. A statement of the county business that was being carried out when the expenses were incurred.
5. In addition to other requirements of this section, payment requests submitted by or on behalf of a person who is neither a county employee, elected official, nor a member of a board or commission must include a description of the service performed or other substantial benefit of commensurate value received by the County.

K. Expenses Related to Official County Business May Be Charged to County Credit or Purchase Cards (Charge Cards)

1. Charge cards shall not be used for cash advancements, personal expenses, capital expenses or for the purchase of alcohol.
2. Within 10 business days after receipt of the charge card billing statement, the department head, elected official or employee using a charge card shall submit a fully itemized travel expense reconciliation. Requests to make payments on the charge cards shall be submitted and audited by the Finance Department. The cost of disallowed items or items not properly identified shall be paid to the County by check, cash (United States currency), or salary deduction.
3. If, for any reason, disallowed charges are not repaid before the charge card billing is due and payable, Snohomish County shall be owed the amount of the disallowed charges plus interest at the same rate as charged by the company that issued the charge card.

4. Any department head, elected official or employee who has been issued a charge card shall not use the card if any disallowed charge is outstanding and shall surrender the charge card upon demand of the Finance Director.