

### Exhibit C – Software Maintenance

#### 1. Scope of Software Maintenance

- 1.1. This Exhibit C covers the maintenance of Software licensed or delivered by Contractor for the benefit of the County pursuant to that certain concurrently effective Software Licensing (Exhibit B) between the parties, as listed on Exhibit D – Schedule of Charges and Payments. This Contract provides maintenance services only with respect to Software, including third party software, supplied by Contractor to County pursuant to the terms of the Software License Agreement. This Contract does not provide for maintenance services for any third-party software not provided by Contractor to County or for any hardware.
- 1.2. Contractor’s obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Contractor will support only those Versions between 3.x and 4.5. If County desires support for earlier Versions of the Software, such support may be treated by Contractor as additional consulting services for which County will be billed at Contractor’s then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

#### 2. Term of Software Maintenance

- 2.1. The initial term (“Initial Term”) of this Exhibit C shall begin on the effective date of this Contract and, unless sooner terminated or extended in accordance with the terms hereof, shall continue in effective for sixty (60) months following the System Cutover. Unless sooner terminated or extended in accordance with the terms hereof, the term of this Exhibit C shall remain in effect for a period ending on the date immediately prior to the fifth (5<sup>th</sup>) annual anniversary date of the Maintenance Agreement Effective Date.
- 2.2. Upon expiration of the Initial Term, subject to the same fees paid by Contractor during the prior term unless adjusted in accordance with Section 3 below, Exhibit C will automatically renew for successive period of one (1) year (“First Renewal Term”), as set forth above, unless County gives Contractor written notice at least ninety (90) days prior to the expiration date of the Initial Term that Exhibit C will not be renewed beyond the Initial Term. Thereafter, Exhibit C will automatically renew for successive periods of one (1) year (“Subsequent Term(s)”) unless either party gives the other party written notice at least ninety (90) days prior to the expiration of the then current Subsequent Term that such term will not be renewed. The Initial Term, First Renewal Term and the Subsequent Terms are herein collectively referred to as “Term”.

#### 3. Software Support and Maintenance Fees

Software Support and maintenance fees shall be as detailed in Exhibit D – Schedule of Charges and Payments.

#### 4. Hosting Services

- 4.1. Contractor shall arrange hosting of the Software on behalf of the County. For the Term of this Contract and any extensions or renewals hereto, County will have the ability to access and use the Software on the hosted servers provided by the Hosting Vendor selected by the Contractor subject to the limitations and rights set forth in this Contract and in the Hosting Services Agreement. Contractor shall notify County of any change in Hosting Vendor within thirty (30) days following such change. Contractor will make commercially reasonable efforts to choose a new hosting provider that conforms to the specifications as set forth here:
- 4.2. **<Insert specifications here>**

- 4.3. Should Hosting Vendor not be approved by County, Contractor agrees that County will be offered the option of purchasing servers and maintaining the systems by County or selecting a new Hosting Vendor that is acceptable to both Contractor and County. If County decides to move to its own hosting provider or on premise there is the potential for lost functionality and the County will be responsible for all of the cost related to the move. Availability of access, data security, remedies related to the same and other similar matters will be governed by an agreement the Contractor has executed with the Hosting Vendor. County shall be solely responsible for accessibility as it relates to the Computer Systems, local connectivity to the internet, and other County network functionality.

## 5. **Data Backup, Retention and Disposal**

- 5.1. Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.
- 5.2. Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies for a minimum of thirty-six (36) months, or as consistent with requirements in federal, state and local law. At the end of that time period and at County's election, Contractor will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon County's request, Contractor will supply County with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used. In addition, Contractor will provide certification of Department of Defense (DOD) 5220.22-M (or current) standard wipe of any hard drive media storage device removed from Contractor's production systems.

## 6. **Administrative Functions Performed by Contractor**

Contractor shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring. If any change requested by the County for the administration of the Software require changes to reports, interfaces, workflows, creation of an event(s) or similar, the change order process outlined in Exhibit C will be used to describe the work to be performed and any costs to be borne by County.

## 7. **Confidentiality of County Information**

Any information obtained by Contractor or a sub-contractor, such as Hosting Vendor, which is considered confidential by federal or state law, shall remain confidential and not disclosed unless court ordered to do so. The system must employ industry standard protections to prevent unauthorized access of confidential data. Any unauthorized access to data that will violate this confidentiality statement shall promptly be reported to the County.

## 8. **Covered Maintenance**

Contractor will provide to County: (i) all services required to ensure that the Software operates in conformity with all Specifications; and (ii) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this Contract. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

## 9. **County Obligations**

- 9.1. County may designate up to five (5) persons by whom requests by County for Support Services may be made ("Support Team"). Contractor shall not be required to accept calls or requests from anyone

other than a designated contact person. County may change its designated contact person, or request that additional people be made contact person, at any time upon notice to Contractor.

- 9.2. County shall implement and follow the reasonable written instructions of Contractor regarding operation of the Software.
- 9.3. County shall maintain a Computer System that shall be housed with site conditions that conform to common industry standards for all computer systems and/or media devices. County shall, at its own expense, install and periodically update a computer virus program to protect its Computer System from computer viruses that may, from time to time, be transmitted or downloaded. Contractor expressly disclaims any liability for loss or damage caused by any computer virus on County's Computer System, except those which may prove to be attributed to Contractor's software or activities.
- 9.4. County shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System. Contractor shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to County's Computer System other than that which is caused by an employee of Contractor. Contractor shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.
- 9.5. **Software Administration.** County, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Contractor, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and passwords.
- 9.6. **Communications Equipment.** County shall, at its sole expense, install and maintain communications equipment that will permit County to have high speed internet access to the Software. County acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Contractor's provision of use for the Software.

## 10. Compliance Updates

Where applicable, Contractor shall exercise due diligence in accordance with the highest professional standards and provide County, in a timely manner, with Compliance Updates. Contractor agrees to monitor changes in the applicable California laws and regulations to help the County maintain the system compliance. The County agrees to promptly notify Contractor when it becomes aware of any applicable change in the laws or regulations which the Software is designed to support. Contractor will provide up to 1000 hours of technical effort per calendar year in furtherance of legislative compliance updates. Any hours over 1000 that are required to meet a compliance update effort by Contractor shall be spread on an equitable basis across Contractor's affected client base on a time and materials basis.

## 11. Service Level Agreement

- 11.1. Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.
- 11.2. Contractor will respond to County requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.
- 11.3. All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.
- 11.4. Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Contractor shall provide a toll-free

maintenance telephone number. Remote diagnostics equipment that is required at County's location for remote support is to be obtained by County.

11.5. Contractor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays.

11.6. Response Policy

Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, re-classify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

**<Insert table illustrating negotiated Service Level Agreement, with definitions and response standards for each priority code.>**

11.7. Remedies

In the event Contractor fails to meet the service level standards described herein, County may, without penalty, without payment for maintenance and support fees until said standards are met.

## 12. Right to Modify or Cancel Support

12.1. County may choose to cancel software maintenance and support at the next renewal date upon thirty (30) calendar days' notice to Contractor.

12.2. County may delete a subset of licenses that are no longer in use from software maintenance and support at the agreement next renewal date upon thirty (30) days' notice to Contractor.

12.3. County may resume software maintenance and support for lapsed periods by paying Contractor an amount no greater than the support fee that would have been due if maintenance and support had been continued over the lapsed period. Upon payment of such fees for lapsed periods, Contractor agrees to provide County with right to any software upgrades released during that period.

12.4. The parties agree that County may request additional services not covered under this Contract by delivering to Contractor a Change Order request. Services to be provided pursuant to a Change Order may include, without limitation, services related to: (i) additional Training; (ii) programming, configuration and data migration or repair; (iii) research, development and business analysis related to the estimates and bidding for Customizations and Enhancements. Contractor shall provide County with a written response to the Change Order request which describes in general the work requested, an estimate of the time required to perform such services, and a schedule of the fees related thereto. For clarity, the scope and nature of a requested Change Order may require the development of specific requirements and an analysis of the impact on the Software and reports in order to provide detailed estimate for the requested work. The County shall be charged at the rates set forth in Exhibit D for the development of requirements by Contractor. All work detailed in a Change Order will be performed on a time and materials basis at the rates set forth in Exhibit D, unless specified otherwise in the Change Order. Any impact on the Software License Fee will also be reflected in the Change Order.