

Siskiyou County, Department of Behavioral Health Services Contract



This Contract is between the Siskiyou County, Department of Behavioral Health Services, a political subdivision of the State of California, hereinafter referred to as "Commission", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

Contract Title: Data Management System			
The Term of This Contract begins on 4/1/2022 and ends on 3/31/2025			
Department		FOB Point	
Terms	Net 30	Not-to-Exceed Price:	\$ 48,753.17
Contractor Contact Information		Commission Contact Information	
Contractor	Social Solutions Global, Inc.		County of Siskiyou, Health & Human Services, Behavioral Health Division
Address	10801 N Mopac Expy	Address	2060 Campus Drive
City, State & ZIP	Austin, TX 78759	City, State & Zip	Yreka, CA 96097
Project Manager		Project Manager	Tracie Lima
Telephone		Telephone	530.841.2230
Email		Email	tlima@co.siskiyou.ca.us

WHEREAS, Commission desires to have services and work described in Attachment III – Order Form and Scope of Work performed; and

WHEREAS, Contractor possesses the necessary qualifications to perform the services and work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in the order indicated: 1) Attachment I –Master Services Agreement and Rider; 2) Attachment II -- Scope of Work and Order Form; 3) Attachment III – Budget;

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – "Terms and Conditions" and/or the Attachment II – "Standard Insurance Requirements."

<u>Tracie Lima</u>	<small>DocuSigned by:</small> <i>Tracie Lima, Clinical Director</i> <small>A61E0E4AC89E427</small>	3/21/2022
Typed or Printed Name	Signature	Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

County of Siskiyou, Health & Human Services Agency, Behavioral Health Division

<small>DocuSigned by:</small> <i>Brandon A. Criss</i>	4/9/2022
<small>Brandon A. Criss, Chair</small>	Date

Social Solutions Global, Inc.

<small>DocuSigned by:</small> <i>Ken Saunders, Chief Operating Officer</i>	3/22/2022
<small>Kenneth Saunders, CFO</small>	Date

REVIEWED FOR CONTRACT COMPLIANCE

<small>DocuSigned by:</small> <i>Dana Barton</i>	4/9/2022
<small>By Edward Kierman, County Counsel</small>	Date

REVIEWED AS TO FORM

<small>DocuSigned by:</small> <i>Mike Arcati, Office of the General Counsel</i>	3/21/2022
<small>By Mike Arcati, General Counsel</small>	Date

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

RIDER TO MASTER SERVICES AGREEMENT

This Rider ("Rider") is attached to the Master Services Agreement dated effective 4/9/2022, 2022 (the "Master Services Agreement"), between Siskiyou County, Department of Behavioral Health Services ("Client") and Social Solutions Global, Inc. ("SSG"), to modify the terms and conditions to the Master Services Agreement. Client and SSG each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Master Services Agreement as follows:

1. **Section 5.1 General.** Section 5.1 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. ~~Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law.~~ Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of Section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. ~~Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client.~~ Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features."

2. **Section 6.1. Ownership.** Section 6.1 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

"Ownership. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. If Client provides any suggestions, ideas, enhancement requests, feedback, or recommendations relating to the SaaS Services or Professional Services (collectively, "Feedback"), provided that such Feedback does not contain Confidential Information of Client, SSG may use such Feedback as it deems appropriate in its sole discretion without any restriction or obligation to Client. Client has no obligation to provide Feedback. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation."

3. **Section 6.4. Transition of Client Data at Termination.** Section 6.4 is hereby deleted in its entirety and replaced with the following:

"Transition of Client Data at Termination. Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time via the standard Services interfaces and reporting. In no event shall SSG be liable to retain Client Data for a period in excess of six (6) months of the termination or expiration of the SaaS Services

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

unless otherwise required by applicable law.”

4. **Section 8.1. SSG Indemnity.** Section 6.1 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

SSG Indemnity. SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG’s sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Client’s specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (iv) to the extent that Client is in material breach of its obligations under the terms of this Agreement. Additionally, SSG agrees to defend, indemnify, and hold harmless Client, its directors, officers, employees, agents, independent contractors, authorized volunteers, attorneys, and consultants from and against all losses, costs, demands, attorneys’ fees, expenses, obligations, liabilities, penalties, interests, recoveries, damages, claims, and judgments alleged to result from, arise out of, or be in any way connected with any willful acts, active or passive negligence, errors, or omissions, including violation of any law or regulation, resulting in SSG’s failure to encrypt Client Data to industry-standard cipher key size of 2048 bits or better. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

5. **Section 8.2. Client Indemnity.** Section 8.2 is hereby deleted in its entirety and replaced with the following:

“Client shall not be liable for any negligent or wrongful acts, either of commission or omission, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.”

6. **Section 9. Nondisclosure.** Section 9 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client’s Confidential Information on a need to know basis to its subcontractors who are providing all or part

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

of the Services. SSG may use Client's Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, including but not limited to the California Public Records Act (Gov. Code § 6250 et seq.), or (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this Section, "**Confidential Information**" means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 0 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

- 7. Section 11.3. Termination.** Section 11.3 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

Termination. Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (iii) the other party ceases business operations; (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events); or (v) in the event Client—a public entity dependent upon receiving public funding for the performance of its operations: (a) does not receive, (b) is not appropriated, or (c) otherwise experiences or is notified of a reduction in Client's funding, Client shall have the option to terminate this Agreement and Order Form(s) solely on the basis of lack of reduction of funding on an annual basis. Client's written notice of termination on the basis of subsection (v) of this Section 11.3 shall include appropriate documentation reasonably satisfactory to SSG demonstrating that funding has been or will be reduced or is no longer available for Client's to fulfill its obligations under this Agreement. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

- 8. Section 11.5. Post Termination.** Section 11.5 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

Post Termination. SSG has no obligation to retain Client Data beyond ~~three~~six (3 6) months after the expiration or termination of SaaS Services.

9. **Section 12.2 Force Majeure.** Section 12.2 is hereby modified as follows (additions are represented by underline and deletions are represented by strikethrough):

“Any party hereto will be excused from performance under this Agreement (except payment obligations provided that Client has access to the Services) for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party’s reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. Either party may terminate this Agreement without penalty if a Force Majeure event prevents either party from its performance obligations under the terms of this Agreement for a consecutive period of time exceeding sixty (60) or more days.”

10. **Section 12.9. Governing Law and Arbitration.** Section 12.9 is hereby deleted in its entirety and replaced with the following:

(a) “This Agreement is governed by the laws of the State of California without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. The parties acknowledge and agree Client is a public entity subject to the provisions of the California Public Records Act (Gov. Code § 6250 *et seq.*; “CPRA”) and further acknowledge and agree that this Agreement and any record produced in relation to this Agreement that is in the possession of Client may be subject to disclosure pursuant to the CPRA, irrespective of whether or not it is Confidential Information, and any such disclosure shall not be considered a breach of this Agreement.”

11. **Section 12.11. Use of Agents.** Section 12.11 is hereby deleted in its entirety and replaced with the following:

Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement without having first obtained Client’s prior written consent except, SSG will obtain Client’s prior written consent which shall not be unreasonably withheld for any subcontractor or agent having direct access to Client Data during the Term. Client hereby provides its consent for SSG to use a third-party cloud storage and hosting provider. However, nothing in the preceding sentences will relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

12. **Section 12.12. Publicity.** Section 12.12 is hereby deleted in its entirety and replaced with the following:

“Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases, upon prior written approval from Client.”

13. **Section 12.14. Insurance.** A new Section 12.14 is hereby added as follows:

12.14 Insurance. SSG shall obtain, pay for, and maintain in full force and effect during the Term insurance coverages

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

in the following types and amounts:

- Commercial General Liability with limits no less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollar (\$2,000,000) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of SSG under this Agreement;
- Cyber Liability Insurance, including first party and third party coverage, with limits no less than Two Million Dollar (\$2,000,000) per occurrence and Five Million Dollar (\$5,000,000) in the aggregate for all claims each policy year;
- Worker’s Compensation in at least the minimum amount required by applicable law;
- Errors and Omissions/Professional Liability with limits no less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollar (\$2,000,000) in the aggregate for all claims each policy year; and
- Umbrella/Excess Coverage for the insurance coverages required under this Section. Such Umbrella/Excess Coverage insurance shall provide for a limit of at least Five Million Dollars (\$5,000,000) per occurrence excess of underlying insurance.
- All insurance policies: (a) will be issued by insurance companies with a Best’s Rating of no less than A-VII; (b) provide that SSG gives Client at least thirty (30) days’ prior written notice of any cancellation or non-renewal of, or material change in, the coverage, scope or amount of such policy; and (c) waive any right of subrogation of the insurers against Client or any of its Affiliates. SSG will furnish to Client certificates of insurance evidencing the required insurance coverages promptly upon Client’s written request. If underwritten on a claim made insuring agreement, all required insurance hereunder shall be maintained for a period necessary to cover any claim(s) made under the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider with Exhibit A and attached Master Services Agreement with the intent to be legally bound thereby effective _____, 2022.

Social Solutions Global, Inc.


By: 
 Print Name: Kenneth Saunders
 Title: CFO 3/22/2022

Siskiyou County, Department of Behavioral Health Services

By: 
 Print Name: Brandon A. Criss
 Title: Chair, Board of Supervisors
 County of Siskiyou

APPROVED BY LEGAL:

By: 
 Print Name: Mike Arcati
 Title: General Counsel

By: 
 Print Name: Edward J. Kiernan
 Title: County Counsel

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

SSG MASTER SERVICES AGREEMENT

This Master Services Agreement (the “Agreement”) is entered into between Social Solutions Global, Inc (“SSG”) and the Client identified in the applicable Order Form referencing this Agreement or otherwise using the Services (“Client”). SSG and Client, by Client’s execution of an applicable Order Form or by use of the SaaS Services, hereby agree to the following terms and conditions:

1 DEFINITIONS

“Users” are the duly authorized users of Client licensed to use the Services and as further defined in the applicable Order Form.

“Content” means information, data, text, music, sound, graphics, video messages and other materials to which Client is provided access by SSG through the Services.

“Client Data” means any data, information, or material Client or any Client User provides or submits through the SaaS Services.

“Documentation” means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

“Error” means a material failure of the SaaS Services to conform to its functional specifications described in the Documentation.

“Independent Client Activity” means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Users.

“Internet Unavailability” means Client’s inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of internet (“Internet”) access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client’s computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

“License Metrics” means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees.

“Order Form” means the document, regardless of actual name, executed by the parties by which Client orders Services that may specify, among other things, the User license count, duration of the Services, the applicable fees and costs, and incorporates the terms of this Agreement.

“Professional Services” means data conversion, data mapping, implementation, configuration, training, integration and deployment of the SaaS Services, and/or other professional services identified on an Order Form, including any training materials, tutorials and related documentation provided in connection with the performance of the Professional Services.

“SaaS Services” means the software as a service and the subscription products and services identified in the Order Form and associated Support.

“Services” means, collectively, the SaaS Services (as also may be identified as “Subscription Products”) and Professional Services.

“Service Level” means the customer support service level that SSG offers with respect to the SaaS Services, as they may be updated by SSG from time to time located at: <http://www.socialsolutions.com/legal/>.

2 PURPOSE AND SCOPE

(a) Purpose. This Agreement establishes the general terms and conditions to which the parties have agreed with

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement.

- (b)** Incorporation of Order Forms. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form. Each additional Order Forms shall be in the form of a written agreement duly signed by both parties.
- (c)** Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms of an Order Form or any other document, the documents shall control in the following order: (i) Order Forms with the latest date(s), (ii) this Agreement and, (iii) any other documents expressly incorporated herein by reference.

3 SERVICES

(a) Generally. Subject to Client's and its Users' compliance with the terms of this Agreement and timely payment of the applicable fees, SSG will make the SaaS Services available to Client and its Users during the Term.

(b) Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Services will be hosted and maintained by SSG or its designated third-party supplier or data center. Client is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

(c) Changes. Access is limited to the version of the SaaS Services in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client within 90 days of any material change to or discontinuance of the SaaS Services.

(d) Security; Back-Ups. Without limiting Client's obligations under Section 4(d), SSG will implement reasonable and appropriate measures designed to secure Client Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with SSG's back-up daily schedule.

(e) Service Availability. SSG will use commercially reasonable efforts to make the Service generally available for Client's use ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Client Activity or (iv) force majeure events or other events that are not under SSG's control.

(f) Support. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("Support"). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of licensed Administrators specified on the applicable Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its authorized representatives ; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) Errors or malfunction caused by Client or its Users' failure to comply with the minimum system requirements as provided by SSG or by use or upload of non-conforming Client Data, or by Independent Client Activity; or (vi) Errors and malfunction caused by any systems or programs not supplied by SSG.

(g) Professional Services. SSG will perform the Professional Services for Client described in one or more work orders,

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

work authorizations or statements of work (collectively "SOW"). Either party may propose a change order to add to, reduce or change the work outlined in the SOW. Each change order must specify the change(s) to the Professional Services, and the effect on the time of performance and, the fees due and payable to SSG due to the change and executed by both parties.

(h) Client Obligations and Cooperation. Client agrees to provide SSG with good faith and cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to perform the Professional Services, as may be applicable and to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG is entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client and shall make all reasonable efforts not to impede or otherwise delay the performance of any Professional Services. Client further represents and warrants that any and all documentation, this Agreement, any Order Form, SOW or change order shall be executed by or on behalf of Client by duly authorized or appointed persons and further, any requisite internal approvals as may be required by Client have been obtained in advance of Client's commitment to procure and use the Services.

4 USING THE SAAS SERVICES

(a) Limited License. SSG hereby grants Client and its Users a personal, non-exclusive, non-transferable, limited worldwide license to remotely access and use the SaaS Services during the term of the applicable Order Form solely for Client's internal business purpose(s), subject to the terms and conditions of this Agreement. Client agrees to limit access to the SaaS Services to the number of Users identified in the applicable Order Form(s) during the Term.

(b) User Administration. Client is solely responsible for the administration, authorization and termination of all User identifications and passwords to access and use the Services. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license. Client agrees to immediately notify SSG of any unauthorized use of the Services, or any other breach of security suspected or known to Client. Fees for the Services are based on the number of Users communicated to SSG. Client shall report to SSG no less than annually the number of Users. Any increase in the number of Users in excess of the established limit(s) in one or more Order Form will result in an increase in the annual Service Fees. Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of an Order Form, all licenses granted to Client with respect to the Services under that Order Form shall automatically terminate and Client shall immediately discontinue its use thereof.

(c) Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its Users transmitted or uploaded through the Services, and that SSG will not be responsible for the content of any such communications, transmissions or uploads. Client agrees to use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. Should a violation be alleged or become known, SSG may remove any violating content posted or transmitted through the SaaS Services without notice to Client. SSG may suspend or terminate any of Client's User's access to the SaaS Services upon notice if SSG reasonably determines that such User has violated the terms of this Agreement.

(d) Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other Client of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely responsible for monitoring its Users' access to and use of the

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of a Client's account. Any failure by any Client User to comply with the Agreement will be deemed to be a breach by Client, and SSG will not be liable for any damages incurred by Client or any third party resulting from such breach. If there is any compromise in the security of a User account or if unauthorized use is suspected or has occurred, Client must immediately take all necessary steps, including providing prompt notice to SSG, to effect the termination of suspected account.

(e) Client Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Data. Client Data is subject to the terms of this Agreement along with SSG's Privacy Policy located at <http://www.socialsolutions.com/legal/>.

(f) Third-Party Providers. Certain third-party providers, some of which may be listed on SSG's website, offer products and services related to the Services, including implementation, configuration, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

(g) Links. The SaaS Service may contain links to third party websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability, accuracy, or security of such third-party sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

(h) Training. It is Client's responsibility to ensure that all Users receive training services sufficient to enable Client to effectively access and use the SaaS Services. Failure to do so could result in additional fees if support requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support may not be used as a substitute for training.

5 FEES, TAXES & PAYMENTS

(a) General. Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client is responsible for payment of all applicable taxes (excluding those on SSG's net income) relating to the provision of the Services. In the event Client is tax exempt, such evidence shall be provided to SSG at time of execution of any Order Form. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees on an annual basis upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of invoiced fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments is a material breach of the Agreement and SSG will be entitled to suspend any or all of the Services, including its performance obligations hereunder in accordance with the provisions of Section 11(d) and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client agrees to reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features.

(b) Professional Services. Professional Services shall be provided to Client on a "Time and Materials" basis, if an estimated total fee amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee that the work will be completed for that amount. Any delays or lack of timely cooperation by Client may result in additional fees. Professional Services purchased must be used within, and rates quoted are valid for, a period of one year following the effective date of the Order Form. Hours that are not used or have expired after the one-year period are non-refundable.

(c) Professional Services Travel and Lodging Expenses. SSG's reasonable travel and lodging costs and expenses

ATTACHMENT I RIDER AND MASTER SERVICES AGREEMENT

incurred by SSG in the performance of Professional Services on Client's site will be billed separately at actual cost.

6 PROPRIETARY RIGHTS

(a) Ownership. The SaaS Services and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will always remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to the SaaS Services. Client hereby assigns rights to SSG any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the SaaS Services or Professional Services. SSG may use such submissions as it deems appropriate in its sole discretion. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the SaaS Services and the related logos, Service names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any portion of the SaaS Services or other materials, including SSG Documentation.

(b) Restrictions. Client may not itself, nor through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the SaaS Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the SaaS Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Users; (iv) write or develop any derivative works based upon the Services; (v) modify, adapt, tamper with or otherwise make any changes to the SaaS Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the SaaS Services; (vii) create Internet "links" to or from the SaaS Services, or "frame" or "mirror" any Content, (viii) use the SaaS Services to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (ix) disclose or publish, without SSG's prior express written consent, performance or capacity statistics or the results of any benchmark test performed on the SaaS Services; or (x) otherwise use or copy the same except as expressly permitted herein.

(c) Client Data. Client owns all Client Data. Client agrees that SSG may access User accounts, including Client Data, to provide Support or enforce the terms of this Agreement, and SSG may compile, use and disclose User statistics and Client Data in aggregate and anonymous form only. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use of all Client Data.

(d) Transition of Client Data at Termination. Prior to termination of this Agreement or any Order Form, Client may access and download their Client Data at any time via the standard Services interfaces and reporting. Upon termination of this Agreement or any Order Form, should Client elect SSG's assistance in the extraction of Client Data, including any attachments, separate fees shall apply as included in an Order Form for the transition of said Client Data. Such transition must occur within ninety (90) days of termination or expiration of the SaaS Services. In no event shall SSG be liable to retain Client Data for a period in excess of ninety (90) days of the termination or expiration of the SaaS Services unless otherwise required by applicable law.

7 WARRANTIES AND DISCLAIMERS.

(a) Client Data Warranty. Client represents and warrants that it has the right to use and provide the Client Data to SSG.

(b) SSG Warranties. SSG warrants that the SaaS Services, as may be updated or enhanced by SSG from time to time will perform substantially in accordance with the Documentation under normal Client use and circumstances and that the Professional Services will be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services by anyone other than SSG or its authorize representatives; (ii) the combination, operation or use of the hosted SSG Software with any items not certified or expressly approved in writing by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability or Independent Client Activity; or (v) Client deviating from the Service operating procedures described in the Documentation

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

or as otherwise approved in writing by SSG. Correction for defects or issues traceable to the above warranty exclusions will be invoiced at SSG's then standard time and material charges.

(c) Disclaimers. SSG, ITS LICENSORS, AUTHORIZED REPRESENTATIVES, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TITLE, and any warranties arising from a course of dealing, usage, or trade practice, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 INDEMNIFICATION

(a) SSG Indemnity. SSG agrees, at its own expense, to defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages finally awarded and payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the registered U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a registered U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify the Service to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the pro-rated portion of unused Service fees actually paid by Client for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change or that are developed or configured in whole or in part in accordance with Customer's specifications, made by Client or by any third party for Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Service which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service, (iv) to the extent that Client is in material breach of its obligations under the terms of this Agreement. The indemnity and other remedies set forth in this Section shall be the exclusive remedies of the Client with respect to any claim and actions for which SSG has an obligation of indemnity pursuant to this Section.

(b) Client Indemnity. Client agrees to defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses, including, but not limited to any damages, attorneys' fees and costs finally awarded against Client or as a result of a court approved settlement arising out of or in connection with a third party claim concerning (a) the Client Data or the combination of the Client Data with other applications, systems, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Client Data or by the use, development, design, production, advertising or marketing of the Client Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's or its Users' acts and omissions in using the Services, including without limitation Independent Client Activity; (c) Client's or its Users' use of Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Users.

(c) Injunction. If Client's use of the Services is or is likely to be enjoined, SSG may, without limiting SSG's indemnity obligations hereunder, procure the right for Client to continue to use the Services or modify the Services in a functionally equivalent manner so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, SSG may immediately terminate the Agreement and refund to Client a prorated amount of prepaid fees for the SaaS Service actually paid by Client for the unused portion of the then-current subscription Term. If the foregoing options are not available on commercially reasonable terms and conditions as it relates to Professional Services, SSG will refund to Client the fees paid for such Professional Services less a credit for use based on straight line depreciation

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

applied on a quarterly basis over five years from the date of initial delivery of the Professional Services.

(d) Procedure. If one party herein (the “Indemnitee”) receives any notice of a claim or other allegation with respect to which the other party (the “Indemnitor”) has an obligation of indemnity hereunder, then the Indemnitee will, within 15 days of receipt of such notice, give the Indemnitor written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Indemnitee will not make any payment or incur any costs or expenses with respect to such claim, except as requested by the Indemnitor or as necessary to comply with this procedure. The Indemnitee will not make any admission of liability or take any other action that limits the ability of the Indemnitor to defend the claim. The Indemnitor shall immediately assume the full control of the defense or settlement of such claim or allegation, including the selection and employment of counsel, and shall pay all authorized costs and expenses of such defense. The Indemnitee will fully cooperate, at the expense of the Indemnitor, in the defense or settlement of the claim. The Indemnitee shall have the right, at its own expense, to employ separate counsel and participate in the defense or settlement of the claim. The Indemnitor shall have no liability for costs or expenses incurred by the Indemnitee, except to the extent authorized by the Indemnitor or pursuant to this procedure.

9 NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client’s Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client’s Confidential Information solely as provided for under Agreement. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party’s cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG’s confidentiality obligations hereunder continue to apply. For purposes of this Section, “Confidential Information” means information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, Client lists and Client-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information will not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party’s possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this Section 0 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners will have any obligation or liability to Client with respect to any use or disclosure of such information.

10 LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in this Agreement, any Order Form, SOW, or other exhibits and attachments, SSG’s total liability for any and all damages may not exceed: (i) with respect to the SaaS Services, the fees (excluding implementation or other Professional Services fees) paid by Client for the twelve (12) month period preceding the action or event giving rise to the liability or (ii) with respect to the Professional Services,

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

the total fees received by SSG from Client for the Professional Services under the SOW giving rise to the liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 TERM AND TERMINATION

(a) Agreement Term. The term of this Agreement commences upon the execution of an Order Form referencing this Agreement and will continue in full force and effect until the expiration or termination of all such Order Forms, unless otherwise terminated earlier as provided hereunder.

(b) SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form (“Initial Term”) and automatically renews for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term, or any renewal term, of its intention to terminate the Order Form. The Initial Term and any renewal terms, combined, are referred to as the “Term”. The SaaS Services may not be terminated in whole or in part during the Initial Term or any Renewal Term, except as set forth in Section 11(c)

(c) Termination. Either party may terminate the Agreement, and any Order Forms subject to the Agreement, immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement; (ii) the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 5 which will have only a 10 day cure period; (iii) the other party ceases business operations; or (iv) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement due to Client breach, Client agrees to pay to SSG the remaining value of the current Term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring Service fees (as set forth in the Order Form) that will become due during the canceled portion of the Term. Where a party has rights to terminate, that party may at its discretion either terminate the entire Agreement or the applicable Order. In such case, Order Forms that are not terminated will continue in full force and effect under the terms of this Agreement.

(d) Suspension. SSG will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is more than 60 days past due with any payment or otherwise in breach of this Agreement. However, SSG may suspend Client’s access and use of the SaaS Services immediately, with notice to Client following promptly thereafter, if, and so long as, in SSG’s sole judgment, there is a security or legal risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG’s network or systems. SSG may impose an additional charge to reinstate service following such suspension.

(e) Post Termination. SSG has no obligation to retain Client Data beyond three (3) months after the expiration or termination of SaaS Services.

(f) Survival. Sections 1, 2, 5, 6, 7(c), 8, 9, 10, 11, and 12 will survive termination of this Agreement.

12 MISCELLANEOUS

(a) Compliance. During the term of the Agreement and for a period of one year following its termination, SSG will have the right to verify Client’s full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client will promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of SSG’s termination rights and do not affect SSG’s right to payment for Services and interest fees related to usage in excess of the License Metrics.

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

- (b)** Force Majeure. Any party hereto will be excused from performance (except payment obligations) under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.
- (c)** Non-Solicitation. Both parties agree not to recruit, divert, or solicit the employment of each other's employees during the term of this Agreement and for a period of 12 months following termination or expiration of this Agreement; provided, however, that either party may engage in general solicitations (e.g., newspaper, online job postings, etc.) for employees in the ordinary course of business not specifically directed or targeted at the other party's employees.
- (d)** Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- (e)** Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- (f)** Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG will be construed and enforced accordingly.
- (g)** Assignment. SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Upon any merger, acquisition or consolidation, the parties will enter into an amendment to reflect the transfer and successor to SSG. Client will not be obligated to make payment under the Agreement until such time that the amendment is entered into. SSG shall provide the Commission with an assignment amendment with a new W-9 and a letter with the date of transfer. Client may not assign the Agreement or any of the rights or obligations under the Agreement without the prior written consent of SSG.
- (h)** Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- (i)** Governing Law and Dispute Resolution. This Agreement is governed by the laws of the State of Texas without giving effect to its conflict of law provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Travis County, Texas before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.
- (j)** Entire Agreement. The Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by SSG and Client. SSG acceptance of a Client purchase order or other ordering document is for convenience only, and any additional or different terms in any purchase order or other response by Client are deemed objected to by SSG without need of further notice of objection and will be of no effect or in any way binding upon SSG.
- (k)** Use of Agents. SSG may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence will relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

**ATTACHMENT I
RIDER AND MASTER SERVICES AGREEMENT**

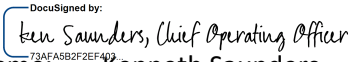
(l) Publicity. Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

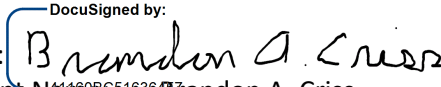
(m) Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (a) upon receipt by personal delivery, delivery by overnight courier (with signature acknowledgement of receipt), or delivery by certified mail, (b) the second business day after mailing via first class mail (other than pursuant to (a)), or (c) immediately if sent by email or by a notification delivered via the SaaS Services. All Notices to SSG shall be directed to Social Solutions Global, Inc., 10801-2 N. MoPac Expy., Suite 400, Austin, TX 78759, ATTN: Legal with a copy to legal@socialsolutions.com, or the address set forth in the Order Form for Client. Either party may designate, by Notice to the other, substitute addresses, addressees for Notices, and thereafter, Notices are to be directed to those substitute addresses, addressees or facsimile numbers.

Executed effective as of _____, 2022.

Social Solutions Global, Inc.

**County of Siskiyou, Health and Human Services
Agency, Behavioral Health Division**

By: 
Print Name: Kenneth Saunders
Title: CFO 3/22/2022

By: 
Print Name: Brandon A. Criss
Title: Chair, Board of Supervisors, County of Siskiyou

County General Services

APPROVED BY LEGAL

By: 
Print Name:
Title:

By:
Print Name: Edward J. Kiernan
Title: County Counsel

Attachment II



Quote Number: 2022-92837
Offer Valid Through: March 31, 2022

Bill To:

Siskiyou County, Department of Behavioral Health Services
2060 Campus Drive
Yreka, California 96097
United States

ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for internal evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

Subscription Products and Services				
SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
Apricot-PB	Apricot 360 Bundle The Apricot 360 license includes 10GB of database storage with two User licenses designated with Administrator privileges. Each Administrator seat is provided with basic training. Additional licenses for Users or designated Administrators may be purchased on a per-user basis. For applicable terms and conditions, please see the Master Services Agreement at https://www.socialsolutions.com/legal	10.00	Per User	Annually
AprBscSupport	Basic Support Package Includes 60 Tier 1 cases/ year. Cases addressing code defects, system outages, or service performance are not included in the count of cases per client Overages are totaled at the end of the year and billed to client at \$50/case	1.00	Fee	Annually
Apr360BscTraining	Basic Training Package - 360 The basic training packages includes unlimited access to the following • Live Apricot Setup Webinar • Live Apricot Insights Webinar • Admin Video Library • End User Training Library	1.00	Fee	Annually
AprGoldASC-FF	Apricot Gold Support Fixed Price reactive consultation provided by Advanced Support Consultant resources for up to 24 hours per year.	1.00	Fee	Annually
Annual Amount USD				13,300.00
Initial Invoice Amount USD				13,300.00

Professional Services and Training				
SKU	Product Name	Quantity	Sales Price	Payment Terms
Apr360Basic	Apricot 360 Basic Implementation Eight (8) week Professional Services engagement to implement one program in Apricot 360.	1.00	\$5,995.00	100% Upfront
Total Sales Price USD				5,995.00

Terms and Conditions

Start Date: April 01, 2022

Initial Invoice Period (months): The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

Term (Months): The "Term" is 36 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

Storage space: Storage space for database records and all file and photo storage is included for the SaaS Services with a minimum limit of 5GB or the amount of storage space as noted in the Subscription Product description above. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space included herein, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

Annual Rate Increases: Any Subscription Products and Services purchased on an annual basis are subject to annual rate increases.

Users: "Users" means an individual identifiable by a name and excludes concurrent users. "Administrator" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services. "Guest Users" are users with limited access activated through the Guest User Module, if included herein. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license.

License Metric: Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the Term of the Services.

Support Level: Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement.

Payment for U.S. Clients: All Subscription Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Except as explicitly documented in the signed Order Form, SSG is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer's timely payment obligations.

Professional Services and Training: If included in this Order Form, pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. central time zone US and on a case by case basis for international clients after SSG business hours (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

Professional Service Travel Costs: Travel related costs that requires SSG's staff to travel will be pre-approved by Client.

This Order Form is subject to and governed by the terms and conditions of the Contract to include the SSG Rider to Master Services Agreement ("Rider") and Master Services Agreement ("MSA") by and between the parties when approved and signed by all other parties to it (the "Agreement") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

Social Solutions Global, Inc.

DocuSigned by:
By: *Kenn Saunders, Chief Operating Officer*
Print Name: Kenneth Saunders
3/22/2022
Title: CFO

Siskiyou County, Department of Behavioral Health Services

DocuSigned by:
By: *Brandon A. Criss*
Print Name: Brandon A. Criss
Title: Chair, Board of Supervisors
County of Siskiyou

County General Services

DocuSigned by:
By: *Mike Arcati, Office of the General Counsel*
Print Name: Mike Arcati
Title: General Counsel

APPROVED BY LEGAL for

By:
Print Name: Edward J. Kiernan
Title: County Counsel



Accounting Information Form

Please provide the following Accounting Information in the table below:

Customer Name	County of Siskiyou, Health and Human Services Agency, Behavioral Health Division
Tax Identification Number	94-6000537
Are you Tax Exempt?	No
If yes, please attach a copy of your Tax Exemption Certificate	
State Tax Exempt Number (if applicable)	
Billing Contact Name	Teresa Newton
Billing Contact Phone	530.841.4291
Billing Contact Email	tnewton@co.siskiyou.ca.us
Billing Contact Fax	530.841.4133
Are there any Special Invoicing needs?	original detailed invoices
Special Invoicing Needs (if applicable)	



1080-2 N. MoPac Expy

Suite 400

Austin, TX 78759

887-441-2111

Apricot 360 Basic Implementation

Siskiyou County, Department of Behavioral Health Services

1. DOCUMENT SUMMARY

We are pleased to provide you, Siskiyou County, Department of Behavioral Health Services, with our Basic Implementation agreement for your Apricot 360 software. This is an interactive project where Social Solutions Global (SSG) consultants provide expert leadership and recommendations for your technical solutions. Actual customization of the platform will be a joint effort, with you doing some of the configuration under SSG guidance.

2. PROJECT SCOPE AND DELIVERABLES

For each Apricot 360 Basic Implementation that you purchase, we will deliver one complete program within your new Apricot platform. If you require assistance outside the scope of this project, SSG can provide a quote to meet your specific needs. We will obtain your written approval before charging you for additional work. Services included:

- Project Management for up to 8 weeks per program implementation purchased
- Scope & Schedule Alignment
- Project Kickoff
- Discovery & Requirements gathering
 - May include consultation on recommended data management workflow
- Documentation of Solution Design for your custom Apricot solution
- Configuration of features and functionality as defined in your Solution Design
 - For each program implementation purchased, the configuration may include a combination of up to 3 forms, up to 2 reports, up to 1 workflow, up to 2 staff roles with permission sets, and either Connect or Attendance Tracker as needed
- Live Demo of completed solution
- Up to 1 round of Testing and Remediation, as documented by client in the Testing Log
- Take-home Document visualizing the solution, for your future use while training and onboarding staff to the platform
- Project closure and Transition to Support

3. PROJECT SCHEDULE

We allot 8 weeks per program implemented. Meeting this timeline will require your active participation, both on weekly 1-hour calls with your SSG project team and via independent work (including but not limited to watching training videos, completing simple configuration tasks, and testing the platform).

If multiple program implementations are purchased: unless otherwise agreed at the start of this project, we will work with one program group at a time. You may determine the order of programs based on staff availability. We recommend assigning 1-2 program leaders or staff members to attend these meetings – we typically don't need to meet with your entire staff.

Your SSG project team has been assigned to you for the duration of the project schedule to ensure they have the time and focus needed to complete the work. To this end, if you are not in attendance or unable to reschedule within three (3) business days after a missed meeting, you will be invoiced for one hour of time at SSG's then prevailing market rate (\$200 per hour for calendar year 2021) so that we can extend the availability of your SSG project team beyond the planned timeline. Missing your due dates for assigned tasks could result in an incomplete program delivery by project end.

4. RESPONSIBILITIES

We have outlined the responsibilities of both of our teams below. Your team plays a vital role in the success of this project.

Client Responsibilities

- Designate the individual(s) who will serve in project roles so they can participate and commit to learning the platform starting at the Kickoff.
 - This includes, at a minimum, 1-2 System Administrators and an internal Project Manager
 - Your internal Project Manager can also be one of your System Administrators
 - 1-2 staff members from each program will also participate during the phase focused on their program
- Provide detailed requirements for your program(s), including but not limited to: outputs and outcomes you hope to track, sample forms and form logic, and an explanation of which program staff are allowed to see which data.
- Watch your assigned Training Academy videos in advance of their due dates (per the schedule to be agreed upon at Kickoff). Your Apricot subscription includes on-demand training videos through our Training Academy platform.
- Some configuration tasks may be assigned to you during the project, depending on the scope and complexity of the Solution Design. This has the dual benefit of providing you with hands-on administrative training while also ensuring you end the project with a complete program solution in Apricot.
- Attend all scheduled meetings, participate in the use of our project management tool, complete assigned tasks on time, and proactively communicate with your SSG project team.

- Review and approve/reject change orders, deliverables, and/or signoffs, and provide notice to us of any required revisions within one week of receiving documents.

SSG Responsibilities

- Create and maintain a project plan and manage SSG team's participation during the project.
- Design a solution (including features and functionality) that will meet the core requirements of your program(s) within the Apricot platform.
- Lead the effort to configure the solution outlined in the Solution Design.
- Provide best-practice recommendations based on our collective experience onboarding thousands of nonprofit and public sector clients.
- Complete the project within the agreed-upon timeline.
- Track issues affecting the project and bring them to timely resolution. Notify you of issues that might affect budget, scope, or project timeline.

5. IMPORTANT ASSUMPTIONS

We have identified the following assumptions, which we will rely on in delivering a successful project. Please read these carefully and ask us any questions you may have.

- SSG cannot guarantee that your current case management processes and data management workflows will remain unchanged when translated into Apricot. Some process changes may be required to make optimal use of Apricot technology solutions. These changes will be discussed and your approval obtained during the Solution Design phase of the project.
- Training for your staff is not included in this project. While System Administrators will learn from the assigned training videos, assigned configuration tasks, and collaborative work sessions with the SSG project team, thorough product training is available for purchase through the SSG Training Team.
- SSG-configured reports will track outputs and outcomes required but could deviate from client-provided report samples in format and style.
- Although we make every effort to assign the same SSG staff member(s) during the project, we may bring in other staff if schedule conflicts arise.
- We will perform all work remotely to limit additional travel costs. Should the need arise to travel, we will first obtain your approval in writing.
- Last-minute change requests or additions to the scope will impact project timing and cost. We will obtain your written approval before incurring any additional costs.
- Data migration is outside the scope of this engagement. You are encouraged to use the self-service Import Tool to import small batches of your existing data into Apricot once we've configured your data-collection forms. If you require SSG assistance or wish for SSG to take an export of data from another source and migrate it into Apricot, this will require a custom quote.
- Customer has its own billing and financial software. Any report associated with expenditures is outside of scope of this engagement.

- Integration with a 3rd party database via SFTP or API is outside the scope of this engagement.

6. FEES

This is a fixed fee, fixed scope project. The cost of this project is shown as *Apr360Basic* in your order.

7. TRANSITION TO SUPPORT

Upon project completion, the SSG Project team will submit a Deliverables Sign-Off form to your project manager. They will then transition you to your long-term account team and technical Support.

8. DISCLOSURE

This Statement of Work (SOW) is subject to and governed by the Master Services Agreement between you and Social Solutions Global (SSG) which is identified in the Order Form under which this Statement of Work was ordered.

This SOW provides the complete scope of this project. Any services you may have discussed with SSG staff, verbally, or in writing that are not explicitly outlined in this document are not included in this project under any circumstances. SSG offers a broad array of services and would be pleased to provide a cost estimate if additional services are required.

**ATTACHMENT III
BUDGET**

TAXPAYER I.D. 52-2277149

ACCOUNTING:

<u>Fund</u>	<u>Org</u>	<u>Account</u>	<u>ACTV</u>	<u>FY21/22</u>	<u>FY22/23</u>	<u>FY23/24</u>	<u>Total</u>
2129	401031	723000	164	\$19,295.00	\$14,231.00	\$15,227.17	\$48,753.17

Encumbrance number

If not to exceed, include amount not to exceed: \$48,753.17