



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/20/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Hasler Enterprise Solutions, LLC DBA Abelian

***Project Title/Description:**

CWD Case Management System

***Purpose:**

Amendment: Master Agreement No. MA-PO-22-214, Amendment No. 01. This Amendment adds the contracts for the below listed vendors, which have the required functionality to support the case management system awarded under this Master Agreement, and replaces Attachment D and appends the Forced Labor of Ethnic Uyghurs language pursuant to A.R.S § 35-394 for Hasler Enterprise Solutions, LLC DBA Abelian.

Launchpad Careers, Inc. (Headquarters: Irvine, CA)

ForceBrain.com, Inc. DBA SUMO Scheduler (Headquarters: Alpharetta, GA)

Administering Departments: Community & Workforce Development and Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, on 09/06/2022, the Board of Supervisors approved an award of contract for an initial term of one (1) year in the award amount of \$900,000.00 with four (4) one-year renewal options in the annual award amount of \$275,000.00.

The proposal submitted by Hasler Enterprise Solutions, LLC identified the software of the vendors listed in the Purpose section of this BOSAIR as critical to the functionality of their case management system. Launchpad provides the core functionality of the case management system to be implemented, while SUMO Scheduler by ForceBrain.com would be integrated into the system to allow clients to self-schedule appointments with Community & Workforce Development staff based on availability. The cost for this software was included in the proposal and no additional funds are required.

PRCUID: 434017

Attachments: Hasler Contract Amendment No. 01, ForceBrain Master Service Agreement, and Launchpad Subscription Agreement.

***Program Goals/Predicted Outcomes:**

A case management system that supports the work performed by Pima County Community & Workforce Development and its One Stop System community partners to provide employment, education, occupational training, emergency housing, eviction prevention and other social services by tracking data and sharing resources.

***Public Benefit:**

Replace the current case management system that is no longer supported. The new software will meet retention requirements, include reporting and data collection capabilities, and allow collaboration between other County departments and stakeholders to identify and/or develop policy and programs.

***Metrics Available to Measure Performance:**

Performance indicators to include software uptime, and response time to reported defects, outages, or other issues.

***Retroactive:**

No.

To Col: 12/5/2022
pages: 64
version: 2

6/11/22 appr's
Per 12/2/22

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-214
 Amendment No.: 01 AMS Version No.: 2
 Commencement Date: 12/20/2022 New Termination Date: N/A
 Prior Contract No. (Synergen/CMS): N/A

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ N/A

Is there revenue included? ☐ Yes ☒ No If Yes \$ N/A

***Funding Source(s) required: General, ARPA CSLFRF, and WIOA**

Funding from General Fund? ☒ Yes ☐ No If Yes \$ _____ % 50

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer, Troy McMaster Digitally signed by Troy McMaster
Date: 2022.12.02 08:30:37 -07'00' Division Manager, Scott Loomis Digitally signed by Scott Loomis
Date: 2022.12.02 09:14:03 -07'00'
 Department: Acting Procurement Director, Ana Wilber Digitally signed by Ana Wilber
Date: 2022.12.02 11:07:59 -07'00' Telephone: 520.724.8728
 Department Director Signature: Andrew L. Flagg Digitally signed by Andrew L. Flagg
Date: 2022.12.02 15:37:28 -07'00' Date: _____
 Deputy County Administrator Signature: _____ Date: 5 Dec 2022
 County Administrator Signature: _____ Date: 12/5/2022

Pima County Procurement Department**Project: Community & Workforce Development Case Management System**

Contractor: Hasler Enterprise Solutions, LLC dba Abelian
400 Spectrum Center Drive, Suite 1900
Irvine, CA 92618

Contract No.: MA-PO-22-214**Contract Amendment No.: 01**

Orig. Contract Term:	09/06/2022 - 09/05/2023	Orig. Amount:	\$ 900,000.00
Termination Date Prior Amendment:	N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment:	09/05/2023	This Amendment Amount:	\$ 0.00
		Revised Total Amount:	\$ 900,000.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On September 06, 2022, County and Contractor entered into the above referenced agreement to provide Community & Workforce Development Case Management System.

1.2. Purpose. County requires the Exhibit D to be replaced with an updated version and the contract to be appended with the Forced Labor of Ethnic Uyghurs language pursuant to A.R.S § 35-394.

2. Grant Compliance. Exhibit D is deleted and replaced in its entirety with the attached **Exhibit D: SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS** (4 pages).**3. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.**SIGNATURE PAGE TO FOLLOW****Contract No.: MA-PO-22-214**

1

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

**HASLER ENTERPRISE SOLUTIONS, LLC
DBA ABELIAN**

DocuSigned by:

Bryan Hasler

Authorized Officer Signature

Bryan Hasler CTO

Printed Name and Title

12/1/2022

Date

EXHIBIT D - SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS (4 pages)

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
 - i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- 4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 6. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(B) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence.

(C) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(D) See § 200.323, Procurement of recovered materials.

END EXHIBIT D - SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS

Terms of Use

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR PURCHASE AND ONGOING USE OF SUMO Scheduler Service ("SUMO") by ForceBrain.com Inc. ("US" or "WE").

This agreement is made and entered into by and between ForceBrain.com ("US" or "WE" or "OUR") and Pima County, a political subdivision of the State of Arizona with a principal address at 130 W Congress Street, Tucson, AZ 85701 ("YOU" or "YOUR"). This Agreement is effective between You and Us as of the latest date of signature by You and We set forth below. You acknowledge that the Service is hosted for Us by salesforce.com.

By agreeing to these terms You confirm that You accept and agree to abide by the salesforce.com Platform Terms of Use.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

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1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"AppExchange" means the online directory of applications that might interoperate with the Services, located at <http://www.salesforce.com/appexchange> or at any successor websites.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the online, Web-based applications and platform provided by Us via <http://www.sumoscheduler.com> and/or other designated websites as described in the User Guide, that are ordered by You as part of a free trial or under an Order Form, including associated offline components but excluding Third Party Applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"User Guide" means the online user guide for the Services, accessible via <http://www.sumoscheduler.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide during the free trial described in Section 2 (30-Day Free Trial) below.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request).

"We," "Us" or "Our" means ForceBrain.com, Inc described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. FREE TRIAL

If We make one or more Services available to You on a trial basis free of charge, it will be available until the earlier of (a) the end of the free trial period for which you registered or are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You as described in the SUMO Order Form. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the User Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. PURCHASED SERVICES

3.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require on-going use of the Services.

4. USE OF THE SERVICES

4.1 Our Responsibilities. We shall: (i) provide to You basic support for the Purchased Services at no additional charge, and/or upgraded support if purchased separately, (ii) use reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, pandemic, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

4.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You

shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) knowingly attempt to gain unauthorized access to the Services or their related systems or networks.

4.3. Usage Limitations. Services may be subject to usage limits, including, for example, the quantities, functionality, and license restrictions specified under each Service or Product in the Order Form. If you exceed a contractual usage limit as specified in the Order Form, Your subscription will be upgraded to the appropriate license type and You will pay any invoice in accordance with Section 6.3 for excess usage based on the current pricing.

Standard Salesforce limits such as, but not limited to, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface, for Services that enable You to provide public websites, and on the number of page views by visitors to those websites, apply.

5. THIRD-PARTY PROVIDERS

5.1. Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale under Order Forms. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable

third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as “certified” or otherwise, except as specified in an Order Form. No purchase of third-party products or services is required to use the Services.

5.2. Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with Services, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Services.

5.3 Google Services. Service features that interoperate with Google services depend on the continuing availability of the Google API and program for use with the Services. If Google Inc. ceases to make the Google API or program available on reasonable terms for the Services, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

5.4 Transmission of Customer Data. The Services do not transmit Your Customer Data outside the Services, however should You transmit Customer Data to any other service, or add on Third-Party Applications that transmit Your Data outside the Services, whether or not you use the Services to do this, You do this at Your own risk and you acknowledge that the security and validity of the Your Data is Your responsibility.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1 User Limits and Fees. The number of Users permitted to use the Services is set forth in all Your Order forms (“Permitted Users”). You shall pay all fees specified in all Order Forms hereunder. If You exceed the number of Permitted Users as set forth in all

Order Forms at any time, You will be billed for such additional users at the beginning of the payment period during which such additional users were first provided access to the Services. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged based Our current, non-discounted pricing for that full monthly period and the monthly periods remaining in the subscription term.

Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancellable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

6.2 Audit. We shall have the right to audit You, upon at least twenty-four (24) hours' notice, to verify that The Services are being used in compliance with this Agreement.

6.3. Invoicing and Payment. You will provide Us with valid and updated ACH or with a valid purchase order or alternative payment document reasonably acceptable to Us. If You provide ACH information to Us or any acceptable payment document, You authorize Us to charge such credit for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due NET30 Days from the date of receipt of an undisputed invoice. You are responsible for maintaining complete and accurate billing and contact information.

Pursuant to A.R.S. § 11-622(C), You will not pay for any product or service invoiced more than 6-months late.

6.3. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

6.4. Payment Disputes. We shall not exercise our rights under 6.3 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

You may set-off any overpayment against amounts due to Us under this or any other agreement between You and Us. We will promptly pay to You any overpayment that You cannot recover by set-off

6.5. Applicable Taxes. Unless otherwise stated, Our fees do not include any applicable taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

7. PROPRIETARY RIGHTS

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

7.3 Derivative Works. All works which are derivative of the Services, and all rights to intellectual property therein, including all rights to intellectual property in the source code, XML, meta-data and data schema, shall be owned exclusively by Us. During the term of the Agreement, and during any extension term, You agree that You and any third party working on Your behalf, shall not and will not create derivative works nor develop any software application or service similar to the Services, whether for internal use or for use by third parties, including but not limited to any scheduler, scheduling or calendaring system, or similar application developed for use with Salesforce.com software or developed to be used on the Force.com platform. A breach of this Section shall be considered a material breach of the Agreement and such breach shall not be subject to any limitations or exclusions of liability stated in this Agreement.

7.4. Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

7.5. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7.5. Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. As used herein, " Confidential Information" means all confidential information disclosed by a party (" Disclosing Party") to the other party (" Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without

breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The previous provision notwithstanding, however, You may share confidential information with its employees, Board of Directors, legal counsel, accountants and consultants. For the avoidance of doubt, You may provide purchasing terms to its consultants, auditors, and group purchasing organizations.

8.3. Protection of Your Data. Without limiting the above, We shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as required by law or compelled by law in accordance with Section 8.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

8.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, 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. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMERS

9.1. Our Warranties. We warrant that (i) the Services shall perform in accordance with the User Guide, and (ii) subject to Section 5.3 (Google Services), the functionality of the Services will not be decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.2. Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

9.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. INDEMNIFICATION

10.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding (" Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

10.2. Exclusive Remedy. This Section 10 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Exclusion of Consequential and Related Damages. EXCEPT FOR LIABILITY FOR INDEMNIFICATION, NO PARTY SHALL EITHER HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the date You accept it and continues until one (1) year from such date. This Agreement along with User subscriptions granted in accordance with this Agreement may be renewed for additional periods of one (1) year at the list price in effect in this Agreement. If either party elects

to not exercise their right to renew this Agreement, notice must be sent to the other party at least 60 days before the end of the relevant subscription term. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

12.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. During the Term of this Agreement user subscriptions may be renewed for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. Upon the final expiration or termination of this Agreement, all active user subscriptions will automatically co-terminate.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 90 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Termination for Convenience. Either party may terminate this Agreement at any time upon 60 days written notice to the other party. If You terminate this Agreement for Convenience, all unpaid fee obligations during the Term under this Agreement become immediately due and payable upon termination.

12.5 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the

obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.6. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

12.7. Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

13.1. General.

You are contracting with:

- ForceBrain.com, Inc
- Deerfield Corporate Centre One
- 13010 Morris Road Suite 650
- Alpharetta, GA 30004
- USA

Notices should be addressed to:

- Legal Department

- Fax: +1(800) 609-4072

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the recipient designated below for legal notices, and in the case of billing-related notices, to the billing contact designated below for billing-related notices.

Legal Notices should be addressed to:

Terri Spencer, Procurement Director
Pima County Procurement
150 W Congress, 5th Floor
Tucson, AZ 85701

Billing-Related Notices should be addressed to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

13.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law of the State of Arizona without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the appropriate court of the State of Arizona in Pima County.

13.4. Waiver of Jury Trial. Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. PIMA COUNTY REQUIRED PROVISIONS

14.1. Cancellation for Conflict of Interests. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

14.2. Non-Appropriation of Funds. Notwithstanding any other provision in this Agreement, You may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Your or other public entity obligations under this Agreement. In the event of such termination, You will have no further obligation to Us, other than to pay for services rendered prior to termination.

14.3. Books and Records. We will keep and maintain proper complete books, records and accounts, which will be open at all reasonable times for inspection and audit by Your duly authorized representatives. In addition, We will retain all records relating to this Agreement for at least 5 years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

14.4. Public Records.

14.4.2. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents related to this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

14.4.3. Records Marked Confidential; Notice and Protective Order. If We reasonably believe that some of those records contain proprietary, trade-secret or otherwise-confidential information, We must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to You for records marked CONFIDENTIAL, You will notify Us of the request as soon as reasonably possible. You will release the records 10 business days after the date of that notice, unless We have, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. You will not, under any circumstances, be responsible for securing such an order, nor will You be in any way financially responsible for any costs associated with securing such an order.

14.4. Compliance with Laws. Notwithstanding any provision in this Agreement to the contrary, the Agreement shall be governed by all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.

14.5. Non-Discrimination. We will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, We will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

14.6. Legal Arizona Workers Act Compliance. If We, under this Agreement, furnish labor, time or effort to You within the State of Arizona, the following applies: We warrant that we will at all times during the term of this Agreement comply with all federal immigration laws applicable to the employment of Our employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). We will further ensure that each subcontractor who performs any work for Us under this Agreement likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Agreement that subjects Us to penalties up to and including termination of the Agreement. You retain

the legal right to inspect the papers of any of Our employees or Our subcontractor's employees who work on the Agreement to ensure that We or Our subcontractors are complying with this warranty.

14.7. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if We engage in for-profit activity and have 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, We certify that We are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

14.8. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if We engage in for-profit activity and have 10 or more employees, We certify that We are not currently using, and agree for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If We become aware during the term of the Agreement that We are not in compliance with A.R.S. § 35-394, We must notify You within five business days and provide a written certification to You regarding compliance within one hundred eighty days.

14.9. Grant Compliance. We will comply with all requirements attached in Exhibit A: SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS (4 pages).

15. PIMA COUNTY REQUIRED INSURANCE

15.1. Insurance. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Our insurance shall be placed with companies licensed in the State of Arizona and insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by You. You in no way warrant that the minimum insurer rating is sufficient to protect Us from potential insurer insolvency.

15.2 Minimum Scope and Limits of Insurance. We will procure and maintain at Our own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. You in no way warrant that the minimum insurance limits contained herein are sufficient to protect Us from liabilities that arise out of the performance of the work under this Agreement. If necessary, We may obtain commercial umbrella or excess insurance to satisfy Your Insurance Requirements.

15.2.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

15.2.2. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person – disease.

15.2.3. Technology Errors and Omissions (E&O) Insurance. The Technology E&O coverage shall have minimum limits not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Agreement. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

In the event that the Technology E&O insurance required by this Agreement is written on a claims-made basis, We shall warrant that continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” section.

15.2.4. Network Security (Cyber)/Privacy Insurance. Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, compute fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Agreement is written on a claims-made basis, We warrant that either continuous coverage will be maintained as outlined under “Additional Insurance Requirements – Claims-Made Coverage” section, or an extended discovery period will be exercise for a period of two (2) years beginning at the time of work under this Agreement is completed.

15.3. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.

15.3.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this

Agreement, and We must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

15.3.2. Additional Insured Endorsement. The General Liability, Business Automobile, Technology E&O, Network Security & Privacy liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of Us. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

15.3.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of You and Your departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of Us.

15.3.4. Primary Insurance Endorsement. Our policies shall stipulate that the insurance afforded by Us shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate You to pay any portion of Our deductible or Self Insurance Retention (SIR).

15.3.5. Subcontractors. We must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, We must furnish, if requested by You, appropriate insurance certificates for each subcontractor. We must obtain Your approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

15.4. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that You will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to Your Contracting Representative, and must include Your project or contract number and project description.

15.5. Verification of Coverage. We shall furnish You with certificates of insurance (valid ACORD form or equivalent approved by You) as required by this Agreement. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

15.5.1. The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate.

15.5.2. A notation of policy deductibles or SIRs relating to the specific policy.

15.5.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the County and its Agents.

15.6. All certificates and endorsements, as required by this written agreement, are to be received and approved by You before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to You not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

15.7. All certificates required by this Agreement shall be sent directly to Your appropriate department. The Certificate of Insurance shall include Your project or contract number and project description on the certificate. You reserve the right to require complete copies of all insurance policies required by this Agreement at any time.

15.8. Approvals and Modifications. Your Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Agreement amendment. Neither Your failure to obtain a required insurance certificate or endorsement, Your failure to object to a non-complying insurance certificate or endorsement, nor Your receipt of any other information from Us, Our insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

16. GENERAL PROVISIONS

16.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

16.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

16.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect

16.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment)

16.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate, subsidiary, parent or subsidiary of a parent, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing either signed by both parties or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Signatures

In Witness whereof, the parties hereby execute this Agreement as of the date first set forth above:

FORCEBRAIN.COM, INC.

Name: Carmela Cuevas

Title: VP, Operations

Date: 11/17/2022 | 1:08 PM PST

DocuSigned by:
Carmela Cuevas
4038B669670840E...

PIMA COUNTY

Name:

Title:

Date:

**PIMA COUNTY ATTORNEY
APPROVED AS TO FORM**

Name: Christopher Gerber

Date: 11/10/2022

**ATTEST
CLERK OF THE BOARD**

Name:

Date:

EXHIBIT A - SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS (4 pages)

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
 - i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- 4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 6. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(B) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence.

(C) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(D) See § 200.323, Procurement of recovered materials.

END EXHIBIT A - SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS

OEM Subscription Agreement

2022-2023

This Subscription Agreement ("**Agreement**") is entered into and effective as of the date executed upon signature of both parties between **Launchpad Careers, Inc.**, a Nevada corporation, having its principal place of business at 4199 Campus Drive, Ste. 550 Irvine CA 92612 ("**Launchpad**") and **Pima County, a political subdivision of the State of Arizona**, having its principal place of business of 130 W Congress Street, Tucson, AZ 85701 ("**Customer**").

Launchpad and **Customer** wish to enter into an arrangement that will allow customers to utilize the Solution in accordance with the Terms and Conditions of this Agreement below:

Definitions

The following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Subscription Agreement:

1. "**Salesforce.com, Inc.**" (**SFDC**) is a Software as a Service (SaaS) Customer Relationship Management (CRM) tool designed to leverage customer transactions and engagement for business opportunities, mainly, in sales, marketing and, to some extent, product development.
2. "**Software as a Service**" (**SaaS**) is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted in the Cloud.
3. "**Cloud Computing**" (**Cloud**) enables ubiquitous access to shared pools of configurable system resources and higher-level services that can be rapidly provisioned with minimal management effort, often over the Internet.
4. "**Salesforce Application**" (**Application**) is a set of licensed functionality, often provided by a party other than SFDC, that expands the functionality SFDC's core CRM.
5. "**Launchpad**" is an Application (OEM Managed Package) to SFDC's CMS that extends SFDC's base functionality using custom objects, programming and specific configuration, aka IP, designed to meet the needs of the Workforce Development Industry.
6. "**Intellectual Property**" (**Launchpad IP Rights**) is all custom objects, programming and configuration included in the Launchpad OEM Managed Package, and is the subject of this agreement. See **Reservation of Rights** for more detail.
7. "**OEM Managed Package**" (**Launchpad IP**) is the distributed Launchpad IP that has met the rigor and earned the approval of SFDC for distribution as a Managed Package.
8. "**Managed Package**" is a collection of application components that are posted as a unit on AppExchange, and are associated with a namespace (Launchpad Cloud) and a Licensed Management Organization (Launchpad Co.), and differ from unmanaged packages by having some locked components, allowing the managed package to be upgraded later.
9. "**Combined Solution**" (**Solution**) means the SFDC license in combination with the Launchpad Managed Package.
10. "**Organization**" or "**Org**" (**Instance**) means a unique instance of the Solution that contains Customer held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access) in the Cloud accessible at login.salesforce.com.

11. **“Customer Data” (Data)** means all information entered or uploaded, or otherwise added to the Instance by the Customer or other means, which is accessible to the Customer via the Solution for the duration of the agreement or otherwise available via Data Export files at agreement termination.
12. **“Data Export”** is to convert data in the Solution for external use into a CSV file format, or formats available through SFDC, for use without the Solution.
13. **“Customer”** means an entity that purchases one or more annual License(s) and is bound by this agreement.
14. **“License”** means active use to the Solution, for a defined number of Users, for the duration of this Subscription Agreement.
15. **“Subscription Agreement” (Agreement)** sets the effectiveness date and end date of the License, which represents the duration of the Agreement.
16. **“Agreement Renewal” (Renewal)** is the option to renew the original agreement or extend the original terms for an additional, specified time as a covenant to the original agreement.
17. **“Term Start Date”** is synonymous with this Agreement’s Effective Date and is defined by the date that this Agreement received its’ final signature by an authorized Party representative, thereby becoming fully executed.
18. **“Agreement Renewal Date” (Renewal Date)** is synonymous with this Agreement’s Final Cancellation Date and represents the specific date by which Customer, in accordance with the termination process defined herein, must take appropriate action to prevent an unintended termination or automatic renewal of this Agreement.
19. **“Term End Date”** represents the Parties’ agreed-upon date that their respective rights and obligations pursuant to this Agreement shall become ineffective, as defined herein.
20. **“Agreement Termination” (Termination)** is the conclusion of the Agreement which occurs on the Termination Date or when termination conditions are met by any method or reason outlined within.
21. **“Agreement Termination Date” (Termination Date)** is the date of the Termination.
22. **“Data Separation”** is an act of providing the collected Data captured in the Solution, during the agreement period, as a Data Export, the Big Schema and the implementation Guide to the Customer.
23. **“Big Schema”** is an SFDC object pictorial of the data structures used to define the relationships between the data elements within the Solution.
24. **“Implementation Guide”** is a text document that provides implementation details of the Solution that includes data structures, non-IP coding and processes, and workflows.
25. **“Platform License”** is the SFDC license type “Platform” which provides the User access to Launchpad and is made available in this agreement.
26. **“Development License”** is the SFDC license type “Salesforce” provisioned for use by Launchpad and its designated implementation partner. Launchpad and partner will retain up to two licenses during implementation and post implementation. No charge to customers.
27. **“Admin User” (Admin)** is a set of privileges that can be assigned to a Platform License user of the Solution that grants rights to manipulate the configuration of the Solution, and to provide direct support to other License users of the Solution within the Instance.
28. **“User”** means a Customer employee, consultant, contractor, partner, representative, agent or other individual (including an authorized Reseller employee or agent) for whom a License may be provisioned and for whom credentials have been Activated for use.
29. **“Salesforce Shield”** consists of Platform Encryption, Event Monitoring and Field Audit Trail. For more information please access -
<https://www.salesforce.com/products/platform/products/shield/>
30. **“Activated”** is the process of confirming a username and password (Account) on the SFDC Instance and provisioning a Platform License.
31. **“Deactivate”** is the removal of the provisioned License from the Account - making the License



available for provisioning.

32. “**AppExchange**” means the online directory of applications that interoperate with the SFDC, located at <http://www.salesforce.com/appexchange> or at any successor websites.

Terms & Conditions

Provision of Service.

Launchpad shall make the Solution available to Customer pursuant to the terms and conditions set forth in this Agreement. In addition to the terms of this Agreement, Customer’s use of the Solution shall also be subject to the terms of SFDC, master subscription and end-user agreements, when not in conflict with this Agreement and to the extent permitted by law, which are available at www.salesforce.com/company/legal/.

Term.

The "Effective Date" of this Agreement is the date it is signed by an authorized representative of Customer and, unless terminated in accordance with the termination provisions provided herein, shall continue for a period of twelve (12) months (the "Initial Term"). Thereafter, Customer shall have the option to renew for up to four (4) additional twelve (12) months terms (each a “Renewal Term”). Such renewals shall be made by formal written amendment to this Agreement and executed by the parties hereto.

Please see Fees, Payments and Renewal Cancellation Dates for details.

User.

Each User of the system must be provisioned a separate Platform License for their Account. Sharing of a License or an Account is strictly prohibited by Launchpad and is a direct violation of this agreement. The name and title of each provisioned User must be captured in the User’s Account details in the Solution.

Accounts with Activated Licenses, and Licenses assigned to a User, may be Deactivated during the agreement period. Accounts that are Deactivated will not have access to the Solution. Deactivated Licenses may be reprovisioned to other Users during the agreement period.

Customers may increase the number of Licenses from the units defined in this agreement by submitting a written request directly to Launchpad. Any such License increase shall be coterminous with the term of the executed Agreement; and pricing for the additional Licenses shall be the same as the above rate, prorated for the remainder of the Agreement term. Licenses added at Renewal will be at the full rate.

Admin User.

An Admin is an Active Platform License User of the Solution that has a privilege set (Permissions) that grants rights to manipulate the configuration of the Solution, and to provide direct support to other Users of the Solution within their Instance.

OEM Platform License Access and Restrictions.

SFDC Platform Licenses are designed for users who only need access to custom apps, known as the



Solution, and NOT the standard CRM functionality. Salesforce Platform users DO have access to the "core" Salesforce Standard Objects and functionality via the Solution:

- Accounts
- Contacts
- Reports
- Dashboards
- Customer Tabs

SFDC Platform License does restrict access to the following Standard Objects and functionality and are NOT a part of the Solution:

- Leads
- Opportunities
- Forecasts
- Cases
- Solutions

Customers may create additional custom objects, with Launchpad approval. Objects made available by the Solution, and those accessible to the Platform Licenses, are the only objects Licensed for use by the Customer in this Agreement.

Product Support.

Launchpad uses our certified partners to provide the implementation of services. Launchpad will contract directly with customers for licenses which will provide access to our product(s). The customer may opt to have a separate contract directly with our certified partners for the services rendered.

Use of the Service

Launchpad Responsibilities

Launchpad and its Implementation Partners shall: (i) in addition to its confidentiality obligations, not use, edit or disclose to any party other than Customer the Customer Data; (ii) provide reasonable telephone and standard login support needs as related to licensing to Customers Users (either directly or through salesforce.com in accordance with its terms); and (iii) use commercially reasonable efforts to make the licensing Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Launchpad shall give at least 4 hours notice and which Launchpad shall schedule to the extent reasonably practicable during the weekend hours; or (b) downtime caused by circumstances beyond Launchpad's reasonable control, including acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strikes or other labor problems not involving Launchpad employees, computer or telecommunications failures or delays involving hardware or software not within Launchpad's possession or reasonable control, and network intrusions or denial of service attacks.

Customer Responsibilities

Customers are responsible for all activities that occur under User accounts. Customer shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solution, and notify



Launchpad promptly of any such unauthorized use; and (ii) comply with all applicable local, state, federal, and foreign laws in using the Service.

Use Guidelines

Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing malicious or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

Implementation

Under the direction of an internal Launchpad dedicated resource, we will utilize implementation partners to provide configuration and development work, data migration and assist in solution design and/or support. Launchpad does not warrant any such third-party implementation or any of their services. (ie, add on applications)

Launchpad and Implementation Roles

Below you will find your Launchpad Team participation:

- ***Jonathan Luong, Business Account Manager*** - Responsible for translating the client's goals and participating on customer kickoff calls. Communicates with customer executives to ensure overall success of the project and expectations are being met.
- ***Jerri Anne Armendariz, VP of Product*** - Responsible for reviewing and approving the Business Requirement Document confirming the solution design is approved prior to development. Oversees, internal product control and quality assurance.
- ***Launchpad Partners:*** Launchpad has trusted certified system implementation partners that will be part of lead and owner of the implementation and/or assist with our support cases as needed. Responsible for implementing all system configuration & enhancements, conducting end-user training and facilitating administrator knowledge transfer.

Customer Data. Customer Data shall be considered confidential Information subject to the terms of this Agreement. Launchpad may access Customer Data, solely to respond to service or technical problems or at Customer's request or as otherwise permitted under this Agreement.

License Details and Fees

The license fees are a subscription based license and are effective for the initial year reflected below. The fees for the initial year of the Agreement:



License Description	UNITS	RATE	PRICE
Launchpad Workforce Administrative and Platform License (Salesforce OEM) w/ Shield - Administrative - 15 - Platform - 285 Effective Dates: December 2022 through November 2027	300	\$552.50	\$165,750.00
Launchpad Developer Partner Admin License Effective Dates: December 2022 through November 2027	2	n/c	n/c
Portal License/Customer Community Licenses - 13k logins per yr. Effective Dates: December 2022 through November 2027	1	1	\$5,915.00
Total Annual License Costs			\$171,665.00

The License fee is a per User access fee to the solution. Fees are based on the total number of Licenses, not the extent of actual usage. Fees are non-refundable, and the number of Licenses purchased cannot be decreased during the term of the Agreement. Because Fees are based on monthly units, Licenses purchased in the middle of a monthly period will be charged for that monthly period in full and going forward based on the number of monthly periods remaining in the subscription term.

1. **Payment Terms.** Upon a fully executed signature of the Agreement, payment for licenses referenced above will be invoiced and a due date will be provided. Delay in payment may cause suspension of access to the Solution for all Users. Subsequent renewal periods will be invoiced in advance of the Renewal Date.
2. **Renewal Date.** The Renewal Date is used to provide you the actual provisioned date in which your licenses will renew. Your Renewal Date:

Your Renewal Date: December 1st, annually

3. **Final Cancellation Date.** Except upon the actual Agreement Termination, if Customer determines the Agreement will not be renewed or requests a reduction of Licenses, Customer will send written notice to Launchpad *on or before the date referenced, Final Cancellation Date.*
 - i. **Renewal reminder notice from Launchpad**
 1. **Date: Annually in October**
 - ii. **Final Cancellation Date:**
 1. **Date: October 15th, annually**
 - iii. **Renewal Invoice and Agreement sent:**
 1. **Date: Annually in October**
 - iv. **Renewal Invoice Due:**

1. **November 15th, annually**

Overdue Payments. Any payment not received from Customer by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

Suspension of Service. Launchpad reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full or defaults are remedied.

Discontinuation of Service. Should this Agreement terminate by any method or reason outlined within, Customer access to the Solution will cease at midnight on the Termination Date. Within ten (10) days, Launchpad will provide Customer with the Data Separate files as the final distribution of Data to Customer. The Customer has ten (10) days to review and confirm data receipt. Data will no longer be available for extraction thirty (30) days after Agreement termination.

Taxes. Launchpad's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customers are responsible for paying all Taxes, excluding only taxes based on Launchpad's income. If Launchpad has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Launchpad with a valid tax exemption certificate authorized by the appropriate taxing authority.

Billing and Contact Information. Customers shall maintain complete and accurate billing and contact information on the Solution always.

Reservation of Rights. Customer acknowledges that in providing the Solution, Launchpad uses (i) the WorkForce 2.0, Launchpad and salesforce.com names and logos, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Launchpad Technology**") and that the Launchpad Technology is covered by intellectual property rights owned or licensed by Launchpad (collectively, "**Launchpad IP Rights**"). The Launchpad Technology includes the application and customizations that Launchpad developed for Customer whether made at Customer's direction or otherwise, and as between Customer and Launchpad, Launchpad owns all rights to the Launchpad Technology except for the rights expressly granted in this Agreement. Except as expressly set forth in this Agreement, no license or other rights in or to the Launchpad Technology or Launchpad IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

License Grant. Launchpad grants Customers and its Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-licensable right to access and use the Solution in accordance with the terms of this Agreement. This Agreement covers 365 days and upon Renewal Date will receive an update for execution.

Scope of OEM Services. Unless otherwise specified Solution may be accessed by no more than the specified number of Licenses. The Solution may only utilize the minimum number of OEM Service components (e.g., custom objects) required to deliver the Reseller Application (Solution) in the form and with the functionality approved by SFDC. *SFDC reserves the right to review modifications to the Reseller Application. Any additional OEM Service components required as a result of such Reseller Application modifications shall be subject to SFDC approval. Customers may not increase the number of custom objects beyond that provided in the Reseller Application, nor may they develop applications*



for internal use or install additional applications in connection with the OEM Services included in the Combined Solution. In addition, certain OEM Services may be subject to additional terms as set forth in the Product Catalog.

Restrictions. Customer, with Launchpad written approval is allowed to (i) modify, copy or create derivative works based on the Solution or Launchpad Technology; (ii) create Internet "links" to or from the Solution, or "frame" or "mirror" any content forming part of the Solution, other than on Customers' own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or Launchpad Technology, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Solution other than to incorporate additional grants, programs or program functions into the existing Launchpad implementation.

Upon completion of the designed and developed customer application, customer may create customer objects or leverage our objects for additional functionality, subject to the following items:

- Launchpad will need to review and approve the customer written statement providing the intended use of any related objects to be considered for development in conjunction with the Launchpad application. This is to safeguard and warrant the Launchpad environment and functionality.
- Customers may need to purchase a Salesforce license to specifically configure and/or develop within the approved related objects.
- In the event the customer discontinues the Launchpad application;
 - Launchpad will not be held liable for any impact or technical issues caused by removing or uninstalling the Launchpad Managed Package
 - Customers will need to demonstrate removal of the Launchpad Managed Package and send supporting documentation. (ie, object list)

Confidentiality

Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, business and marketing plans, technology and technical information, Customer Data and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by law.

Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other

party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

Public Records. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in the award of this Agreement, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Launchpad, as the Disclosing Party, discloses to Customer information it reasonably believes to be Confidential Information, Launchpad must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to Customer for Confidential Information marked as “CONFIDENTIAL”, Customer will notify Launchpad of the request as soon as reasonably possible. Customer will release the Confidential Information 10 business days after the date of that notice, unless Launchpad has, within that period, secured an appropriate order from a court of competent jurisdiction enjoining the release of the Confidential Information. Customer will not, under any circumstances, be responsible for securing such an order, nor will Customer be in any way financially responsible for any costs associated with securing such an order.

Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 2, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

Warranties & Disclaimers

Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement. Launchpad represents and warrants that (i) it owns or otherwise has sufficient rights to the Service and the Launchpad Technology to grant the rights and licenses granted herein; and (ii) the Service and Launchpad Technology do not infringe any intellectual property rights of any third party.

Disclaimer. Except as expressly provided herein, Launchpad makes no warranty of any kind, whether express, implied, statutory, or otherwise. Launchpad hereby specifically disclaim all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

Indemnification

Indemnification. Subject to this Agreement, Launchpad shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (“**Claims**”) made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that Customer (a) promptly gives written notice of the Claim to Launchpad; (b) gives Launchpad sole control of the defense and settlement of the Claim (provided that Launchpad may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Launchpad, at Launchpad's cost, all reasonable assistance.

Limitation of Liability

Exclusion of Consequential and Related Damages. Except for liability for indemnification, no party shall have any liability to the other party for any lost profits, loss of use, cost of procurement of substitute goods or services, or for any indirect, special, incidental, punitive, or consequential damages however caused and, whether in contract, tort or under any other theory of liability, whether or not the party has been advised of the possibility of such damage.

Limitation of Action. Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than one (1) year after the cause of action has accrued.

Term, Termination, and Perpetual Software License Right

Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

Term of User Subscriptions. User subscriptions commence on the Effective Date and continue for one year from such date. User subscriptions may renew for four (4) additional periods of one (1) year at the list price in effect at the time of renewal unless the Agreement Termination Date has been reached, Customer gives Launchpad notice of termination, or if the end of the relevant subscription term occurs before the Final cancellation date to stop renewal.

Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Launchpad shall refund Customer any prepaid fees for the remainder of the subscription term after the date of termination.

Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Launchpad prior to the effective date of termination.

Return of Customer Data. Upon request by Customer within 30 days of the effective date of termination, Launchpad will make available to Customer to download the Data Separation file (in the format that Launchpad customarily uses at such time or such other format as Customer may reasonably request). After such a 30-day period, Launchpad shall not maintain or provide any Customer Data; data shall be removed from Launchpad's customer platform.

Perpetual Software License Right. Customers are entitled to an unmanaged version of the application, with non-exclusive rights for unlimited use if the vendor at any time either fails to issue essential updates for 12 consecutive months, enters into receivership, or ceases to operate as a going concern.

General Provisions

No Benefit to Others. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

Notice. All notices under this Agreement shall be in writing and shall be delivered to the addresses set forth at the beginning of this Agreement evidenced by a delivery receipt, by facsimile or by email. Notice shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing;

(iii) 48 hours after sending by confirmed facsimile; or (iv) 48 hours after sending by email.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to achieve the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind to the benefit of the parties, their respective successors and permitted assigns.

Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of Arizona, without regard to its conflicts of laws provisions.

Venue. The state and federal courts located in Pima County, Arizona shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether because of the doctrine of forum or otherwise.

Export Control Laws. Each party shall obey all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

Pima County Required Provisions

Cancellation for Conflict of Interests. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

Non-Appropriation of Funds. Notwithstanding any other provision in this Agreement, Customer may terminate this Agreement if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining Customer or other public entity obligations under this Agreement. In the event of such termination, Customer will have no further obligation to Launchpad, other than to pay for services rendered prior to termination. Customer may further cancel and term out Customer's following license renewal period, but at no time will Launchpad reimburse Customer for any paid licenses if Agreement is terminated for non-appropriation of funds.

Books and Records. Launchpad will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of Customer. In addition, Launchpad will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

Subcontractors. Launchpad will provide the licensing and subscription for the software listed in this Agreement directly to Customer. Launchpad is not providing any services, and as such, the use of subcontractors under this Agreement is not authorized.

Compliance with Laws. Notwithstanding any provision in this Agreement to the contrary, the Agreement shall be governed by all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.

Non-Discrimination. Launchpad will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Agreement, Launchpad will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

Legal Arizona Workers Act Compliance. If Launchpad, under this Agreement, furnishes labor, time or effort to Customer within the State of Arizona, the following applies: Launchpad warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Launchpad will further ensure that each subcontractor who performs any work for Launchpad under this Agreement likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Agreement that subjects Launchpad to penalties up to and including termination of the Agreement. Customers retain the legal right to inspect the papers of any Launchpad or subcontractor employee who works on the Agreement to ensure that Launchpad or subcontractor is complying with this warranty.

Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Launchpad engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Launchpad certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Launchpad engages in for-profit activity and has 10 or more employees, Launchpad certifies it is not currently using, and agrees for the duration of this Agreement to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Launchpad becomes aware during the term of the Agreement that Launchpad is not in compliance with A.R.S. § 35-394, Launchpad must notify Customer within five business days and provide a written certification to Customer regarding compliance within one hundred eighty days.

Grant Compliance. Launchpad will comply with all requirements attached in Exhibit A : SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS (4 pages).

Pima County Required Insurance

Insurance. The Insurance Requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Launchpad's insurance shall be placed with companies licensed in the State of Arizona and the insured's shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by Customer. Customer in no way warrants that the minimum insurer rating is sufficient to protect Launchpad from potential insurer insolvency.

- **Minimum Scope and Limits of Insurance.** Launchpad will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits

of liability not less than stated below. Customer in no way warrants that the minimum insurance limits contained herein are sufficient to protect Launchpad from liabilities that arise out of the performance of the work under this Agreement. If necessary, Launchpad may obtain commercial umbrella or excess insurance to satisfy Customer's Insurance Requirements.

- **Commercial General Liability (CGL).** Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.
- **Workers' Compensation (WC) and Employers' Liability.** Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person – disease.
- **Technology Errors and Omissions (E&O) Insurance.** The Technology E&O coverage shall have minimum limits not less than 2,000,000 Each Claim and \$2,000,000 Annual Aggregate.

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Agreement.

Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

In the event that the Technology E&O insurance required by this Agreement is written on a claims-made basis, Launchpad shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

- **Additional Insurance Requirements.** The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
- **Claims Made Coverage.** If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement, and Launchpad must maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.
- **Additional Insured Endorsement.** The General Liability and Technology E&O policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Launchpad. The full policy limits and scope of protection must apply to the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- **Subrogation Endorsement.** The General Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of the County and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Launchpad.
- **Primary Insurance Endorsement.** Launchpad's policies shall stipulate that the insurance afforded Launchpad shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate the Customer to pay any portion of Launchpad's



deductible or Self Insurance Retention (SIR).

Insurance provided by Launchpad shall not limit Launchpad's liability assumed under the indemnification provisions of this Agreement.

- **Notice of Cancellation.** Each Required Insurance policy must provide, and certificates specify, that Customer will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to the Customer Contracting Representative, and must include the Customer project or contract number and project description.
- **Verification of Coverage.** Launchpad shall furnish Customer with certificates of insurance (valid ACORD form or equivalent approved by Customer) as required by this Agreement. An authorized representative of the insurer shall sign the certificates. Each certificate must include.
 - The Pima County tracking number for this Agreement, which is shown on the first page of the Agreement, and a project description, in the body of the Certificate.
 - A notation of policy deductibles or SIRs relating to the specific policy.
 - Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for the Customer and its Agents.
- All certificates and endorsements, as required by this written agreement, are to be received and approved by Customer before, and be in effect not less than 15 days prior to commencement of work. A renewal certificate must be provided to Customer not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Agreement shall be sent directly to the appropriate Customer Department. The Certificate of Insurance shall include the Customer project or contract number and project description on the certificate. Customer reserve the right to require complete copies of all insurance policies required by this Agreement at any time.
- **Approvals and Modifications.** The Customer's Risk Manager may modify the Insurance Requirements at any point during the Term of this Agreement. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Agreement amendment. Neither the Customer's failure to obtain a required insurance certificate or endorsement, the Customer's failure to object to a non-complying insurance certificate or endorsement, nor the Customer's receipt of any other information from Launchpad, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

Payment Terms

The following outlines Launchpad payment schedule and invoice will follow:

Description	Due Date	Amount
Launchpad Workforce Administrative and Platform License (Salesforce OEM) w/ Shield <ul style="list-style-type: none">- Administrative - 15- Platform - 285	Due prior to commencement	\$165,750.00

Portal License/Customer Community Licenses - 13k logins per yr.	Due prior to commencement	\$5,915.00
Implementation Services direct w/Abelian		n/a
Total Annual License Costs		\$171,665.00



Approvals

Launchpad Careers, Inc.

**Pima County, a political subdivision
of the State of Arizona**

By: Melissa Jankans
Authorized Signature

By: _____
Authorized Signature

Print Name: Melissa Jankans

Pima County Board of Supervisors

Title: Chief Administrative Officer

Date:

Date: September 26th , 2022

ATTEST

APPROVED AS TO FORM

Pima County Clerk of the Board

By: 

Name: Christopher Gerber

Date

Title: Deputy County Attorney

Date: 11/17/2022

EXHIBIT A - SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS (4 pages)

1. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - b. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
 - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
 - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
 - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
 - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
 - i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
 - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 3. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- 4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 6. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Contract Provisions for Non–Federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non–Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(B) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or

contracts for transportation or transmission of intelligence.

(C) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(D) See § 200.323, Procurement of recovered materials.

END EXHIBIT A - SUPPLEMENTAL PROVISIONS FOR FEDERAL CONTRACTS



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 2200000000000000214

MA Version: 2

Page: 1 of 6

Description: CWD Case Management System

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 12-20-2022
	150 W. Congress St. 5th Fl		Expiration Date: 09-05-2023
	Tucson AZ 85701		
	Issued By: TROY MCMASTER		
	Phone: 5207248728		
	Email: troy.mcmaster@pima.gov		
			NTE Amount:
			Used Amount: \$94,400.88

V E N D O R	Hasler Enterprise Solutions, LLC	Contact: Bryan Hasler
	DBA: Abelian	Phone: 949-354-2591
	400 Spectrum Drive, Suite 1900	Email:
	Irvine CA 92618	Terms: 0.00 %
		Days: 30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Amendment No. 01 adds the contracts for the below listed vendors, which have the required functionality to support the case management system awarded under this Master Agreement, and replaces Attachment D and appends the Forced Labor of Ethnic Uyghurs language pursuant to A.R.S § 35-394 for Hasler Enterprise Solutions, LLC DBA Abelian.

Launchpad Careers, Inc. (Headquarters: Irvine, CA)

ForceBrain.com, Inc. DBA SUMO Scheduler (Headquarters: Alpharetta, GA)

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000214

MA Version: 2

Page: 2 of 6

Line	Description					
1	System Implementation & Training					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$168.00			
2	Launchpad License/Annual Maintenance w/Shield (300 users)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$165,750.00			
3	Portal License w/Shield (13,000 users)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$5,915.00			
4	Hellosign Licenses (30 users)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$18,000.00			
5	Live Message Licenses (35 users)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$31,500.00			
6	Salesforce Maps Licenses (15 users)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$13,500.00			
7	Sumo Schedule Licenses (30 users)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$12,960.00			
8	Technical Support - 3 months/90 hours per month					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$168.00			



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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CONTRACT EXECUTION

Master Agreement No: 2200000000000000214

MA Version: 2

Page: 3 of 6

Description: CWD Case Management System

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 12-20-2022
	150 W. Congress St. 5th Fl		Expiration Date: 09-05-2023
	Tucson AZ 85701		
	Issued By: TROY MCMASTER		
	Phone: 5207248728		
	Email: troy.mcmaster@pima.gov		
			NTE Amount:
			Used Amount: \$0.00

V E N D O R	ForceBrain.com Inc.	Contact: Ryan Russo
	DBA: SUMO Scheduler	Phone: 404-992-2322
	13010 Morris Road Suite 650	Email: ryan.russo@sumoscheduler.com
	Alpharetta GA 30004	Terms: 0.00 %
		Days: 30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Amendment No. 01 adds the contracts for the below listed vendors, which have the required functionality to support the case management system awarded under this Master Agreement, and replaces Attachment D and appends the Forced Labor of Ethnic Uyghurs language pursuant to A.R.S § 35-394 for Hasler Enterprise Solutions, LLC DBA Abelian.

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MASTER AGREEMENT DETAILS

Master Agreement No: 22000000000000000214

MA Version: 2

Page: 4 of 6

Line	Description					
1	SUMO Appointment Suite: Full User License					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$348.00			



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

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Description: CWD Case Management System

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	150 W. Congress St. 5th Fl		Expiration Date: 09-05-2023
	Tucson AZ 85701		
	Issued By: TROY MCMASTER		
	Phone: 5207248728		
	Email: troy.mcmaster@pima.gov		
			<div>NTE Amount: Used Amount: \$0.00</div>

V E N D O R	Launchpad Careers, Inc.	Contact:	Melissa Jankans
	PO BOX 52470	Phone:	760-712-6339
	Irvine CA 92619-2470	Email:	mjankans@launchpadco.com
		Terms:	0.00 %
		Days:	15

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

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Line	Description					
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2	Portal License/Customer Community Licenses (13k annually)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	YEAR	\$5,915.00			