

PROGRAMMING SERVICES AGREEMENT

THIS PROGRAMMING SERVICES AGREEMENT (this "Agreement") is made and entered into as of July 1, 2019 by and between the California Electronic Recording Transaction Network Authority, a public body, corporate and politic ("CeRTNA"), with its principal place of business located at 222 West Hospitality Lane, First Floor, San Bernardino, California 92415-0022 and Granicus LLC, a Minnesota Limited Liability Company ("Granicus" or "Contractor"), with its principal place of business located at 4181 Flat Rock Drive, Suite 300, Riverside, California 92505.

RECITALS

A. WHEREAS, CeRTNA administers and operates an electronic recording delivery system (the "CeRTNA ERDS System") and desires that Granicus provide programming services and supply maintenance and support for the CeRTNA ERDS System (collectively, the "Services"). A more detailed description of the Services is set forth on Exhibit "A," "Statement of Work", attached hereto and incorporated herein by this reference (the "Statement of Work").

B. WHEREAS, CeRTNA anticipates that in addition to the Services, CeRTNA may need to purchase additional services from Granicus. All such additional work and compensation therefore will be covered by the general terms of this Agreement and any additional scope(s) of work or work orders as may approved by the parties, in writing, and hereinafter be set forth on the Statement of Work.

C. WHEREAS, the subject matter of this Agreement, may require the parties to exchange information that is confidential and proprietary.

D. WHEREAS, the Contractor is willing and qualified to provide Services to assist CeRTNA under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings contained herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 SCOPE OF WORK

1.1 Scope of Work.

Subject to the terms and conditions pursuant hereto, the scope of work to be performed by the Contractor shall be in accordance with the Statement of Work, attached as Exhibit A and incorporated herein by this reference. As part of the Statement of Work, the Contractor shall identify all subcontractors performing work, if any, and shall provide a written explanation to CeRTNA as to the scope of work and costs of such work to be performed by the subcontractor. The Contractor shall not be compensated for any additional services rendered in connection with its performance of this Agreement or listed in Exhibit "B", "Payment and

Payment Terms" unless such additional services are authorized in advance and in writing by CeRTNA. The Contractor shall be compensated for any such additional services in amounts and in the manner agreed to in writing by CeRTNA and such additional services shall be identified and incorporated into this Agreement.

1.2 Change in Scope of Services.

The Contractor shall perform no work for CeRTNA beyond the scope of Services described in the Statement of Work without CeRTNA's prior written consent. Should either CeRTNA or the Contractor determine that services beyond those described in the Statement of Work are required, the Contractor shall provide CeRTNA with an amendment to the Statement of Work for the additional services to be performed. The amendment shall describe the modifications to the Services, deliverables, and costs set forth herein.

1.3 Delays.

If the Services provided for under this Agreement are delayed due to factors or conditions beyond the control of the Contractor and through no fault or negligence on its part as determined solely by CeRTNA, the Contractor may request, in writing, an extension of time, an adjustment in compensation, or both. The request must be accompanied by substantiating data reasonably acceptable to CeRTNA. If, in the sole opinion of CeRTNA, a delay is justified, the Contractor may be granted an extension of time, an adjustment in compensation, or both. CeRTNA's decision regarding any adjustment to time or compensation is final.

1.4 Inspection and Final Acceptance.

CeRTNA may inspect and accept or reject any of the Contractor's work under this Agreement, either during performance or when completed. If, during performance of the work as defined herein, CeRTNA determines that the Contractor's work is unsatisfactory, CeRTNA shall inform the Contractor in writing as to the deficiencies. The Contractor shall have ten (10) days from the date of CeRTNA's delivery of such notice (or the Contractor's refusal of delivery, if applicable) to cure such deficiencies. Failure to cure such deficiencies within the ten (10) day period shall be a breach of this Agreement. The Executive Director of CeRTNA at his or her sole discretion may extend the time frame to cure deficiencies only by written authorization.

Upon completion of performance of work as defined herein, CeRTNA may reject work within ninety (90) days following CeRTNA's receipt of such work by giving written notice to the Contractor, otherwise such work shall be deemed accepted. Acceptance of any of the Contractor's work by CeRTNA shall not constitute a waiver of any provision of this Agreement, including but not limited to the insurance and indemnity provisions herein.

**ARTICLE 2
PROGRESS OF WORK**

2.1 Beginning of Work.

The Contractor shall commence the Services upon receipt of written notice to proceed and shall diligently prosecute all work to completion. For each additional Service to be performed by the Contractor pursuant to this Agreement, such Service shall not commence

until CeRTNA has approved, in writing, the scope of such Services and the Contractor's compensation for such Services, and thereafter delivered a written notice to proceed to the Contractor. Upon the Contractor's receipt of such notice to proceed, the Contractor shall diligently prosecute all work to completion in accordance with the terms of this Agreement. For the purposes of this Agreement, CeRTNA's execution of this Agreement shall be deemed to be the notice to proceed.

2.2 Term of the Agreement.

The initial term of this Agreement shall commence on July 1, 2019, and continue through June 30, 2022 unless earlier terminated pursuant to Section 2.3 hereof or as otherwise provided for in this Agreement.

This Agreement may be extended for two (2) additional one (1) year terms.

2.3 Termination.

Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party of such termination. If the Contractor fails to perform any material obligation and/or is in default under the terms of this Agreement, then, in addition to any other remedies, CeRTNA may terminate this Agreement immediately upon written notice.

If CeRTNA fails to approve either an amendment to the Statement of Work as described in Section 1.2 or a reasonable increase in total compensation requested by Contractor pursuant to Section 4.1, then either party may terminate this Agreement immediately upon written notice. If any payment is not made by CeRTNA to the Contractor when due in accordance with this Agreement, the Contractor may, thirty (30) days after delivery of written notice of nonpayment to CeRTNA, terminate this Agreement immediately upon written notice.

In the event of termination, the Contractor shall invoice CeRTNA for the Services completed prior to the date of termination subject to the limitations of Section 4.1 of this Agreement. Further, all property belonging exclusively to CeRTNA which is in the Contractor's possession (including, but not limited to all work performed by the Contractor prior to the termination, and all materials referenced in Section 3.9) shall, within five (5) days after the effective date of termination, be returned to CeRTNA by the Contractor.

Contractor shall be entitled to full payment for Services performed prior to the effective date of termination.

ARTICLE 3 CONTROL OF THE WORK

3.1 Authority of CeRTNA.

CeRTNA, by its approval of this Agreement, vests authority in the Executive Director of CeRTNA (referred to herein as the "Director") to decide all questions which may arise as to the quality or acceptability of the Contractor's work and as to the manner of performance and rate of progress of all Services provided by the Contractor.

3.2 Assignment.

Performance of the Services as defined herein shall not be assigned except upon the prior written consent of the Director. Consent to subcontract, assign, or otherwise dispose of any portion of this Agreement will not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement.

3.3 Independent Contractor; Contractor Not an Agent.

Contractor shall be an independent contractor and not an agent of CeRTNA. Except as CeRTNA may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of CeRTNA in any capacity whatsoever as an agent. Any provisions of this Agreement that may appear to give CeRTNA any right to direct the Contractor concerning the details of performing the Statement of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of CeRTNA concerning the end results of the performance. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power, or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

The Contractor is an independent contractor and not an officer, employee or agent of CeRTNA, and is solely responsible for its acts or omissions. Neither the Contractor, nor any of the Contractor's officers, employees, subcontractors, sub-contractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CeRTNA's employees. The Contractor expressly waives any claim it may have to any such rights. The Contractor shall have no authority to bind CeRTNA in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CeRTNA, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or authorized written amendments to this Agreement.

The personnel performing the services under this Agreement on behalf of the Contractor shall at all times be under the Contractor's exclusive direction and control. The Contractor shall not at any time or in any manner represent that the Contractor or any of the Contractor's officers, employees, subcontractors, sub-Contractors, or agents are in any manner officials, officers, employees or agents of CeRTNA.

Contractor will furnish all personnel, equipment and materials used to provide the Services required by this Agreement, except to the extent that Contractor work must be performed on or with CeRTNA computer or existing software. CeRTNA will provide development environment, testing environment and all hardware and software required for development and any special equipment that might be required for development (e.g. specialized peripherals, security devices, PKI certificates), except as otherwise set forth in Exhibit A.

The Services required by this Agreement shall be performed by Contractor employees, consultants and other persons or entities Contractor deems necessary or appropriate. CeRTNA will provide technical direction, training and actively participate in all the work performed by Contractor for CeRTNA.

3.4 Subcontracts.

The Contractor shall give its complete attention to the fulfillment of this Agreement and shall keep the work to be performed under this Agreement under its control. The Contractor shall be fully responsible to CeRTNA for the acts and omissions of its employees and subcontractors and of persons either directly or indirectly employed by them.

Any contract entered into between the Contractor and a subcontractor for work related to this Agreement shall incorporate the applicable provisions of this Agreement. CeRTNA reserves its right to approve all subcontractors, either as part of Contractor's proposal as provided under Section 1.1 or anytime during the performance of work as defined herein, prior to the Contractor entering into any agreement with a subcontractor for work to be performed pursuant to this Agreement.

3.5 Standard of Performance.

The Contractor shall perform the Services set forth in the Statement of Work to the reasonable satisfaction of the Director in accordance with generally accepted standards for professional computer programming and software development and related services. While the Contractor shall perform its services in reasonable accordance with professional standards in effect at the time the Contractor's services are performed, the Contractor and CeRTNA agree and acknowledge that such standards may subsequently change due to improvements in the state of practice and the Contractor shall thereafter perform to such standard. All work performed by the Contractor shall be subject to review and approval of the Director or his or her authorized representative at all times. The Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, timely, and professional manner.

3.6 Conflict of Interest.

The Contractor understands that its professional responsibility under the terms of this Agreement is solely to CeRTNA. The Contractor warrants that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance of this Agreement. During the time the Contractor provides services to CeRTNA, the Contractor shall not participate in any activity, employment, or contractual relationship that would constitute a conflict of interest with its duties to CeRTNA or to employ any such person having such an interest.

3.7 Covenant against Contingent Fees.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

For breach or violation of this warranty, CeRTNA shall have the right to annul this Agreement without liability, or, at its sole discretion, deduct from the Contractor's compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.8 Ownership of Work Product.

Contractor hereby assigns to CeRTNA its entire right, title and interest in anything created or developed by Contractor specifically for CeRTNA under this Agreement ("Work Product") including, without limitation, all patents, copyrights, trade secrets and other proprietary rights. This assignment of Work Product is conditioned upon full payment of the compensation due to Contractor under this Agreement and does not include know-how, software and modules or programs that Contractor has developed on its own for itself or other customers.

3.9 Compliance with Applicable Laws.

The Contractor shall carry out the work defined under this Agreement in conformity with all applicable laws, including without limitation applicable provisions of County of San Bernardino Code of Ordinances; all applicable disabled and handicapped access requirements, including with limitation the Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., Government Code section 4450, et seq., Government Code section 11135 et seq., and the Unruh Civil Rights Act, California Civil Code section 51 et seq. During the term of the Agreement, Contractor shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, sexual orientation, age, political affiliation, or disability. Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, California Business and Professions Code section 16600 and other applicable Federal, State and CeRTNA laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations, ordinances, orders, and decrees applicable to the Scope of Work. The Contractor shall indemnify, defend, and hold harmless CeRTNA and its Indemnitees as defined herein against any claims of liability arising from acts or omissions of its agents, sub-Contractors, subcontractors, employees based on the violation of any such law, regulation, ordinance, order, and decree.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 Compensation.

Compensation for Services performed pursuant hereto shall be paid as set forth below and in Exhibit B attached hereto and incorporated herein by this reference. Payment to the Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects, errors, or omissions in work performed by the Contractor.

4.2 Invoices.

The Contractor shall provide CeRTNA with monthly invoices for all services provided. Invoices shall identify the service performed in accordance with the scope of services outlined in the Scope of Work (and as approved in writing by CeRTNA in accordance with Section 2.1), the period of time during which the work was performed, the position(s) of the employee(s) performing the work and the number of hours worked by each position. Invoices shall be paid within thirty (30) days of the date of each invoice.

Invoices shall be addressed to:

CeRTNA
222 West Hospitality Lane, 1st Floor
San Bernardino, California 92415-0022
Attn: Patrick Honny - Executive Director

4.3 Late Fees.

Late payments by CeRTNA shall be subject to a later payment fee of five percent (5%) of the amount of the invoice not timely paid.

4.4 Expenses.

CeRTNA shall reimburse Contractor for the following extraordinary expenses that are directly attributable to work performed under this Agreement. These expenses shall include:

- (a) Postage and courier services; and
- (b) Other out of pocket expenses resulting from the work performed under this Agreement.

Contractor shall obtain CeRTNA's written approval of all such expenses prior to occurrence. Contractor shall submit to CeRTNA an itemized statement of approved expenses as part of the normal monthly billing. CeRTNA shall pay Contractor expenses within 30 days from the date of each invoice.

4.5 Payment by Electronic Funds Transfer (EFT).

Contractor shall accept all payments from CeRTNA via electronic funds transfer (EFT) directly into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by CeRTNA required to process EFT payments.

ARTICLE 5 INSURANCE REQUIREMENTS; INDEMNITY

5.1 General Insurance Requirements.

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the term of this Agreement the following types of insurance with limits as shown:

5.1.1 Worker's Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to CeRTNA that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by CeRTNA's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

5.1.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury.
- (f) Contractual liability.
- (g) \$2,000,000 general aggregate limit.

5.1.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of services under this Agreement, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

5.1.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

5.1.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits, or Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits, or Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for

contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of CeRTNA.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the work under this Agreement. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after completion of this Agreement.

5.2 Additional Insured.

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming CeRTNA and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for CeRTNA to vicarious liability but shall allow coverage for CeRTNA to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsements from ISO, CG 2010. 04 13.

5.3 Waiver of Subrogation Rights.

The Contractor shall require the carriers of required coverages, with the exception of Professional Liability coverages, to waive all rights of subrogation against CeRTNA, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against CeRTNA.

5.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CeRTNA, but only to the extent of loss arising from, or attributable to, Contractor's negligence.

5.5 Severability of Interests.

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and CeRTNA or between CeRTNA and any other insured or additional insured under the policy.

5.6 Proof of Coverage.

The Contractor shall furnish Certificates of Insurance to CeRTNA evidencing the insurance coverage, at the time this Agreement is executed additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder. Contractor shall ensure that such insurance shall not be terminated or expire without thirty (30) days written notice to CeRTNA. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Contractor shall furnish to CeRTNA a certificate of insurance evidencing the coverages and limits required herein.

5.7 Acceptability of Insurance Carrier.

Unless otherwise approved by CeRTNA, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

5.8 Deductibles and Self-Insured Retention.

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared in writing to CeRTNA.

5.9 Failure to Procure Coverage.

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, CeRTNA has the right but not the obligation or duty to cancel this Agreement or obtain insurance if it deems necessary and any premiums paid by CeRTNA will be promptly reimbursed by the Contractor or CeRTNA payments to the Contractor will be reduced to pay for CeRTNA purchased insurance.

5.10 Insurance Review.

Insurance requirements are subject to periodic review by CeRTNA. The Executive Director of CeRTNA is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever he or she determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of CeRTNA. In addition, if CeRTNA determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Executive Director of CeRTNA is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CeRTNA, inflation, or any other item reasonably related to CeRTNA's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such reasonable amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of CeRTNA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of CeRTNA.

5.11 Indemnification.

The Contractor agrees to indemnify, defend (with counsel reasonably approved by CeRTNA) and hold harmless CeRTNA and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the negligence or willful misconduct of Contractor. This section shall survive termination of this Agreement.

5.12 Limitation of Liability.

EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, CONTRACTOR SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CUSTOMER DATA; (B) COST OF

PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

LIMITATION OF LIABILITY. IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CeRTNA FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN FOUR (4) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

ARTICLE 6 MISCELLANEOUS

6.1 Notices.

Any notice given under this Agreement shall be in writing and deemed given when personally delivered, delivered by reputable overnight delivery service, or deposited in the mail (certified or registered) addressed to the parties at their respect principal places of business first set forth above.

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery, or refusal of delivery (if applicable).

6.2 Proprietary Information.

6.2.1 During the course of this Agreement, the parties may desire to and exchange or disclose to one another information and data which is considered proprietary by one of the parties ("Proprietary Information"). If such information is marked by the transmitting party as "Proprietary" or the like by an appropriate stamp or legend, or is disclosed in such a fashion so as to give reasonable notice as to its proprietary nature, the recipient party agrees that it will use the same only in connection with the activity contemplated by this Agreement. Both parties agree that each will not disclose the same to third parties without the written consent of the transmitting party, provided, however, that the recipient party shall not be liable for any disclosure of such information to others under the following conditions:

- (a) After two years from the effective termination date of this Agreement;

- (b) If the information is within, or later falls within, the public domain through no fault of recipient;
- (c) If the information is already lawfully known by the recipient prior to its disclosure by the transmitting party;
- (d) If the information is legally obtainable without restriction from another source;
- (e) If the information has been or later is disclosed by the transmitting party to others on a nonrestrictive basis;
- (f) If the recipient independently develops the information;
- (g) If the information is subject to disclosure pursuant to law; or
- (h) If information is approved for release or use by written authorization of the transmitting party.

6.2.2 Each party agrees that all Proprietary Information received in accordance with this Agreement: (i) will be disclosed only to personnel of the recipient party having a "need to know" in connection with the Services, and (ii) if reproduced in whole or in part the information will carry a proprietary notice similar to that applied by the disclosing party.

6.2.3 Except as provided herein, information developed by Contractor for its use in providing the Services shall be the sole property of Contractor.

6.2.4 Neither this Agreement nor any disclosure of information hereunder shall be construed to grant either party any rights, license, or immunity, directly, by implication, estoppels or otherwise, in the Proprietary Information of the other party.

6.4 Confidentiality.

Contractor will use reasonable care to prevent the unauthorized use or dissemination of CeRTNA's confidential information. Reasonable care means at least the same degree of care Contractor uses to protect its own confidential information from unauthorized disclosure.

Confidential information is limited to information clearly marked as confidential, or disclosed orally and summarized and identified as confidential in a writing delivered to Contractor within 15 days of disclosure to Contractor.

Confidential information does not include information that:

- (a) Contractor knew before CeRTNA disclosed it;
- (b) Is or becomes public knowledge through no fault of Contractor;
- (c) Contractor obtains from sources other than CeRTNA who owe no duty of confidentiality to CeRTNA; or
- (d) Contractor independently develops.

6.5 Warranties.

Contractor warrants that all Services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards. CeRTNA must report any deficiencies it identifies in the Services in writing within 90 days of performance to receive warranty remedies.

(a) CeRTNA's exclusive remedy for any breach of the above warranty shall be the re-performance of Contractor Services.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE PRIOR TO THIS AGREEMENT.

6.5 Inaccuracies or Misrepresentations.

If in the course of the administration of this Agreement, CeRTNA determines the Contractor has made a material misstatement, omission or misrepresentation or that materially inaccurate information has been provided to CeRTNA, the Agreement may be immediately terminated.

In the event of a termination under this provision, CeRTNA is entitled to pursue any available legal remedies.

6.6 Attorney Fees and Costs.

If any legal action is instituted to enforce any party's rights in the Agreement, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section 5.11, Indemnification.

6.7 Venue.

The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

6.8 Records.

Contractor shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement.

All records relating to the Contractor's personnel, Contractors, subcontractors, Services/Scope of Work and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures.

6.9 Licenses, Permits and Certifications.

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the Federal, State, CeRTNA, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permit and/or certifications in effect for the duration of this Agreement. Contractor will notify CeRTNA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit or certification may result in immediate termination of the Agreement.

6.10 Waivers.

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision under this Agreement.

6.11 Modification.

No waiver or modification of this Agreement is valid unless made in writing and signed by both parties.

6.12 Severability.

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

6.13 Entire Agreement.

This Agreement and its exhibits set forth the entire understanding between the parties.

6.14 Choice of Law.

This Agreement is governed by and to be construed in accordance with the laws of the State of California.

6.15 Headings.

Paragraph headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

6.16 Contractor Representation and Warranty Regarding Execution.

This Agreement and all other documents or instruments executed and delivered, or to be executed and delivered by Contractor, pursuant to this Agreement have been executed and

delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Contractor, and all actions required under Contractor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement, or to be executed and delivered, pursuant to this Agreement, have been duly taken (to the extent such actions are required as of the date of execution and delivery of the above-named documents).

6.17 CeRTNA Representation and Warranty.

CeRTNA represents and warrants that it has full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.

6.18 Counterparts; Multiple Originals.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written above.

CONTRACTOR: Granicus Systems, Inc.,
a California corporation

By: 
Dawn Kubat, Vice President of Legal

Date: 10-09-2019

CeRTNA

By: Patrick Honny
Patrick Honny, Executive Director

Digitally signed by Patrick Honny
DN: c=US, st=CA, l=San Bernardino,
o=CeRTNA, cn=Patrick Honny,
email=certificates@certna.com
Date: 2019.10.09 12:30:04 -0700

Date: 10/9/2019

Approved as to Legal Form:

CeRTNA General Counsel

By: 
Nubia Goldstein

Date: 10/8/19

EXHIBIT "A"

STATEMENT OF WORK

1. Contractor shall perform all requested programming services, support and maintenance for CeRTNA's Electronic Recording Delivery System (ERDS). Contractor shall employ one full-time developer to assist with design, development, and maintenance activities for the ERDS. The developer assigned by Contractor to perform the Services is Petros Muradian.

Tasks:

Contracted development staff will be asked to do development work to modify existing application modules and to add additional modules and functionality as CeRTNA requires to maintain its ERDS environment.

Reporting/Management:

In order to manage developer productivity, CeRTNA requires weekly status reporting. Off-site contracted developers shall use the Skype messaging tool or an equivalent tool to facilitate easy communication between CeRTNA staff and the development staff.

Issue Resolution/Escalation: As with any partnership, there will be times when issues arise, including developer productivity, disagreements on design, poor coding technique or a variety of other topics. CeRTNA would like to foster an open and collaborative partnership with our developers. Even with this goal, a reporting/escalation process needs to be adopted, therefore, CeRTNA requires the firm providing development services to provide an Issue Resolution/Escalation contact list. CeRTNA will provide the firm providing the development services with a CeRTNA Resolution/Escalation list as well. Issues that are escalated for resolution shall be responded to within 24 hours with a preliminary recommendation for the steps required to address the issue.

Deliverables:

CeRTNA will own exclusively all source-code created for CeRTNA by its contracted development firm. All source code will be stored and managed in CeRTNA's Microsoft Team Foundation Server.

2. Tigran Hakobyan will report to Brett Zamora. Mr. Zamora will provide overall direction for the projects and the Services. Mr. Zamora shall directly communicate with Tigran Hakobyan regarding the status of the Services during the term of this Agreement.
3. Contractor will prepare regular weekly written reports on the status of the Services or provide the status via conference call or email summarizing the progress.
4. Contractor will test and debug all software it develops pursuant to this Agreement.
5. Acceptance testing will be conducted by Contractor and CeRTNA.
6. Training will be provided to CeRTNA as necessary to implement new changes to the software.

EXHIBIT "B"

PAYMENT AND PAYMENT TERMS

1. Monthly Resource Charges

Contractor will assign one Senior Programmer as fulltime programmer for performance of the Services for the ERDS at a monthly fee of \$5,763.00.

CeRTNA shall have the right to approve or request changes to any Contractor programming resource assigned for the performance of Services subject to the following:

(a) A request to change a Contractor programming resource must be submitted in writing.

(b) A Contractor programming resource may be changed and replaced with another programming resource within the first 60 days under this Agreement without payment of a fee.