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Order Form for RELISH Cloud Service
RELISH Reference No. 18737539761

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This Order Form as issued by RelishIQ, Inc., with offices at 9740 Bell Rd, Newbury, OH 44065, United States ("RELISH"), constitutes an offer by RELISH and, when signed and returned to RELISH by **County of San Mateo** with offices at **555 County Center, 4th Floor, Redwood City, CA 94063, United States** ("Customer"), becomes a binding agreement between RELISH and Customer for the RELISH products and services listed in Section 5 below, any consulting services identified in this Order Form, and any services provided by RELISH in connection therewith (collectively, the "Services"). This Order Form shall first become effective on the date signed by Customer below ("Order Form Effective Date").

This Order Form shall be governed by and incorporates the following documents in effect as of the Order Form Effective Date in the following order of precedence:

- This Order Form
- RELISH General Terms and Conditions for Cloud Service ("GTC")

All components are integral to this agreement, and this Order Form and the GTC, collectively, are referred to herein as the "Agreement." Customer acknowledges it has had the opportunity to review the GTC and the applicable Supplement(s) prior to executing this Order Form. All defined terms in the GTC or Supplement used in this Order Form shall have the same meaning as set forth in the GTC or Supplement.

1. **Offer.** RELISH agrees to be bound to the fees quoted in this Order Form until 11:59pm in Customer's time zone (based on Customer's address set forth above) on the date indicated below (or if no date is indicated, then for a period of thirty (30) days after issuance of this document to Customer) ("Offer Expiration Date"). If RELISH has received this Order Form duly signed by Customer on or prior to the Offer Expiration Date, the fees below will be valid for the duration of the Subscription Term defined in Section 4 below.

   - **Offer Expiration Date:** 10/31/2024

2. **Authorized Administrators.** Customer contacts for order confirmation and system notices are set forth below:

   - Order confirmation recipient name: Patrick Enriquez
   - Order confirmation recipient e-mail: pnenriquez@smcgov.org
   - System provisioning notification recipient name: Ocean Sun
   - System provisioning notification recipient e-mail: osun@smcgov.org
   - Accounts payable notification recipient name: Controller's Admin Fiscal Team
   - Accounts payable notification recipient email: CTL_ADMFIN@smcgov.org

3. **Location.** Customer acknowledges that the primary location from which Customer will access the Service ("Primary Access Location") will be the basis for sales tax, and Customer's failure to provide RELISH with its VAT and/or GST (where applicable) number may have sales tax implications. If Customer does not provide a Primary Access Location, RELISH will incorporate a default Primary Access Location to Customer's sold-to address. Customer has provided the following Primary Access Location:

   - 555 County Center, 4th Floor, Redwood City, CA 94063, United States

4. **Services Schedule.** Customer's subscription term shall begin on the subscription start date indicated below and shall be effective for a period of thirty-six (36) months.

   - 11/18/2024 – 11/17/2027

   Customer shall have the option to extend its subscription hereunder for up to two (2) additional twelve (12) month periods (i.e., 11/18/2027 – 11/17/2028 and 11/18/2028 – 11/17/2029) by providing written notice to RELISH at least thirty (30) days prior to the end of the initial thirty-six (36) month period or then-current optional annual period, as applicable (with

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the initial thirty-six (36) month period and each optional annual period referred to herein collectively as, the "Subscription Term").

5. **Fees.**

    a.   **Annual Fees.** Customer shall Pay RELISH, subject to the following schedule:

Product/Service Name	Freq	Service Level	Service Level Fee
Data Assure - Standard	Annual	Up to 15,000 verifications during the initial thirty-six (36) months of the Subscription Term, and up to 5,000 verifications per optional annual period thereafter	$10,000
Data Assure - Bank Account Verification	Annual	Up to 15,000 verifications during the initial thirty-six (36) months of the Subscription Term, and up to 5,000 verifications per optional annual period thereafter	$6,000
Invoice AI - Standard	Annual	Up to 195,000 invoices during the initial thirty-six (36) months of the Subscription Term, and up to 65,000 invoices per optional annual period thereafter	$34,000
Cloud Platform	Annual	Subscription to RELISH Cloud Service Platform, includes 2 cloud instances (TEST, PROD), and relevant APIs	$10,000
Setup/Configuration Maintenance - Coupa	Annual	Fixed deployment for RELISH Services	$5,000

Subscription Term	Invoice Date	Service Level Fee
Total Year 1 Fee	Order Form Effective Date	$65,000
Total Year 2 Fee	Order Form Anniversary Date	$65,000
Total Year 3 Fee	Order Form Anniversary Date	$65,000
Total Year 4 (Option) Fee	Order Form Anniversary Date	$66,950
Total Year 5 (Option) Fee	Order Form Anniversary Date	$68,960

Notwithstanding anything to the contrary in the GTC, in no event shall Customer's maximum fiscal obligation under the GTC (including this Order Form) exceed a total of three-hundred thirty thousand nine-hundred ten dollars ($330,910.00) during the Subscription Term set forth above unless Customer exceeds: (i) the agreed upon Service Levels above that are included in the Service Level Fees due by Customer during the initial thirty-six (36) months of the Subscription Term; and / or (ii) the agreed upon Service Levels above that are included in the Service Level Fees due by Customer during any given optional annual period of the Subscription Term, or unless otherwise mutually agreed upon by the parties in writing.

    b.   **Add-On Pricing.** Additional Service Levels can be added during the term of this Order Form for an incremental annual recurring subscription fee. If Customer exceeds the agreed upon Service Level above within the initial 3 year period and / or during any given optional annual period during the Subscription Term, Customer shall pay an incremental

annual recurring Service Level Fee ("Add-On Pricing") according to the schedule below. Add-On Pricing will apply for the remainder of the Subscription Term.

    i.   Additional Data Assure – Standard and Bank Account verifications can be added in blocks of 1,000 for an incremental annual recurring subscription fee of $3,200 per block.

    ii.   Additional Invoice AI – Standard invoices can be added in blocks of 12,000 for an incremental annual recurring subscription fee of $6,800 per block.

c.   **Cloud Platform.** The Cloud Platform shall encompass costs for the hosting services, regular maintenance and software updates/upgrades, customer and technical support, and service commitments in accordance with RELISH's Service Level Agreements (SLAs). It shall also cover security protocols, data backup, and recovery processes, as well as access to Application Programming Interfaces (APIs) for integration with compatible systems.

d.   **Deployment.** RELISH commits to a fixed deployment structure utilizing certified integrations and a proven methodology to set up and configure the Services as specified in the Agreement. During this deployment phase, RELISH will provide support to the Customer for the configuration of APIs and RELISH-specific settings, in accordance with the Service Levels agreed upon above. Such support shall be limited to those configurations and integrations that have been previously certified by RELISH. The Customer acknowledges that any changes to the certified configurations or integrations may result in additional time and costs, and any such changes must be mutually agreed upon in writing.

e.   **Consulting Services Fees.** Customer shall pay RELISH on a time and material basis at the Consulting Services rate of $275 per hour for any additional services requested by Customer, that are not covered by this Agreement. In any event, the parties agree to, in writing, determine what, if any, Consulting Services may be required, prior to any Services being delivered.

f.   **Innovation Advancements and Security Reinforcement. T**he Customer agrees to an annual Cloud Platform Service Level Fee increase for ongoing innovation and enhanced security measures. This increase is included in the above stated fees and is vital for RELISH's ongoing efforts to provide cutting-edge features, improved performance, and heightened security to meet evolving business needs and protect against emerging threats.

g.   **Fees Paid to RELISH**. Customer agrees that any payments made or deemed to be made to RELISH to or on account of this Order Form shall be made by Customer free and clear and without deduction or withholding for any tax, except as required by applicable law. If any applicable law requires the deduction of or withholding of any tax from any such payment, then Customer shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with applicable law. If such tax is imposed on account of any obligation of Customer, then the sum payable by Customer pursuant to or on account of this Order Form shall be increased as necessary so that after such deduction or withholding has been made (including any such deduction or withholding that may be applicable to additional sums payable under this paragraph) RELISH shall receive an amount equal to the amount it would have received had no such deduction or withholding been made. Upon request, Customer shall provide to RELISH (a) evidence of such payment made to the relevant governmental authority and (b) any official tax receipt or other documentation issued by the appropriate governmental authorities with respect to the payment of such taxes to the extent such documentation is received by Customer. Customer hereby agrees that it shall indemnify and reimburse RELISH and its data providers, upon demand, for any loss, liability, or expense incurred by Customer in connection with such taxes, whether or not such Indemnified taxes were correctly or legally imposed by the relevant governmental authority. Customer shall timely pay to the relevant governmental authority or, at the option of Customer, reimburse it for other taxes. Any fee payable to Customer is stated exclusive of any tax which might be chargeable or due in connection with that fee. To the extent that any tax is chargeable by Customer, such tax will be added to the fee, and payable to Customer in addition to the fee.

h.   **Bank Account Verification.** The Bank Account Verification add-on shall encompass costs, fees, and taxes for the validation of bank account details provided by or on behalf of suppliers, including the utilization of the included data sources and validation providers.

i. **Permitted Uses.** To the extent that Customer receives data, whether directly or indirectly, from a banking or financial institution ("Bank Data"), Customer shall only use Bank Data for the purposes set forth in this section (collectively, the "Permitted Uses"). A Customer may use RELISH to obtain certain information associated with an account, as provided for pursuant to this Order Form, when:

    i. Customer is a bank, a non-bank financial institution licensed to engage in payment processing or money transmission services, or is otherwise approved and permissioned by the RELISH to obtain such Bank Data with respect to an account indicated on: (x) an active immediate payment order or repetitive payment order it has received from, and been instructed to process by, Customer, or (y) a payee profile established with RELISH to facilitate future payments orders (clauses (x) and (y), shall be referred to as "Processing Transactions"); or

    ii. Customer has been contractually authorized, and intends to, on its own behalf, transact with the applicable account at a present or future date;

    iii. Customer intends to make a payment, on its own behalf, to the applicable account; or

    iv. Customer is the owner of the applicable account.
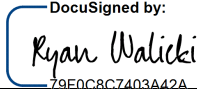
j. **Limitations on Use of Bank Data.**

    i. Customer shall not permit, or cause to permit, any other party to merge, aggregate or compile Bank Data into any database for any purpose; provided, the foregoing shall not prohibit the retention of Bank Data (i) as may be required to comply with applicable law or documented internal document retention policies or (ii) copies of which are made during the Customer's routine system back-ups, in which case, such Bank Data may be retained for a period consistent with the Customer's standard procedures with respect to erasing, destroying or overriding back-up media; provided, in case of both clauses (i) and (ii), such Bank Data shall not be used or accessed for any other purposes.

    ii. Bank Data shall be treated as Confidential Information by the Customer. The Customer shall not permit, or cause to permit, any party to rent, sell, retransmit, redistribute, release or license part of the Bank Data to any other person or entity, except as expressly provided for herein. Notwithstanding the foregoing, Customer shall not be prohibited from conducting further diligence, if required, to (1) verify the Bank Data of the applicable account, or (2) obtain alternative account information from a transaction counterparty or Customer.

    iii. Notwithstanding anything herein to the contrary, Customer shall not permit, or cause to permit, any other party to, use Bank Data (i) in whole or in part for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; employment purposes; or any other authorized purpose for use of a consumer report under applicable law including but not limited to 15 U.S.C. Sections 1681b(a)(3) through 1681b(a)(6) ("Eligibility Evaluation Purposes") of the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et. seq. (the "FCRA") or other equivalent or comparable regulation applicable to Customer, or (ii) to take "adverse action" against any consumer as defined in the FCRA (15 USC § 1681a (k) (1)). "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact on a consumer—such as denying or canceling credit or insurance, or denying employment or promotion. Bank Data, including responses that do not provide positive confirmation of account information, may not be used as the basis to deny the provision of any goods or services, but Customer may use such Bank Data to inform its determination that further diligence is required to (1) verify the Bank Data of the applicable account, or (2) obtain alternative account information from a transaction counterparty or Customer.

k. **Customer Responsibilities for Inquiries Made on Behalf of Third Parties.**

    i. Notwithstanding anything to the contrary in this Order Form, Customer may make inquiries using RELISH on behalf of itself, subject to the following terms:

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1. The use of RELISH and/or Bank Data cannot be the only service offered by Customer to a non-customer of RELISH; it may only be offered as a supplementary service in connection with payment processing, account validation or money transmission services;

2. Customer must establish and follow reasonable procedures to ensure inquiries pursuant to this Order Form are only made, and that the Bank Data is only used, by Customer. Customer must (i) implement procedures to obtain, verify and preserve the identity of any person that may request a RELISH inquiry be made on its behalf and/or receive the Bank Data; and (ii) enter into a written agreement with recipient of such Bank Data regarding the sharing and use of Bank Data in which such recipient must agree: (x) it will only use Bank Data for permitted uses set forth in this Order Form; (y) it will not use Bank Data (1) in whole or in part for eligibility evaluation purposes, (2) to take "adverse action" against any consumer as defined in the FCRA (15 USC § 1681a(k)(1)), or (3) as the basis to deny the provision of any goods or services to any party or obtain alternative account information from a transaction counterparty.

6. **Payment.** Payment is not dependent upon completion of Services. Notwithstanding anything to the contrary in the table above, the fees for the Service shall be invoiced by RELISH and paid by Customer thirty (30) days from date of receipt as specified in this Order Form and otherwise in accordance with the GTC. The fees on this Order Form do not include taxes. Non-recurring fees (if any) shall be invoiced by RELISH and paid by Customer upon commencement of the Subscription Term.

7. **Data Access.** If Customer requires access to its Customer Data after the effective date of termination or expiration, Customer may extend the Subscription Term for up to thirty (30) days by notifying RELISH within thirty (30) days of termination or expiration and paying subscription fees for such extension, if applicable. Subject to the foregoing, RELISH shall have no obligation to maintain or provide any Customer Data after the 30th day following termination or expiration. At Customer's request upon termination or expiration of the Agreement, RELISH shall, within a reasonable time period, remove, delete, purge, overwrite, or otherwise render inaccessible all Customer Data still remaining on the servers used to host the Services (excluding any anonymous, aggregated data) to the extent possible based on the then-current technology available within the Services, unless and to the extent applicable laws and regulations require further retention of such data.

8. **No Legal Advice.** Customer acknowledges and agrees that RELISH is not in the business of providing legal advice, and that no content available within the Services, or any information or advice provided as part of consulting services, should be misconstrued as legal advice.

9. **Controlled Data.** Customer Data that contains any technical data restricted under U.S., European, or other laws for national security or export purposes may not be entered into any Services without the express prior written consent of RELISH (other than such non-classified data controlled under U.S. EAR99 ECCN or equivalent).

10. **Affiliates' Customer Data.** Customer, on behalf of itself and any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Customer (collectively, "Affiliate(s)"), acknowledges and agrees that, if Customer grants access to the Services to any of its Affiliates and has not purchased a separate site in the Services ("Site") for each such Affiliate, then Customer and such Affiliate(s) may have access to each other's data entered into the single Site shared by Customer and those Affiliate(s).

11. **Reference Account.** Customer agrees to serve as a reference account for prospective RELISH customers. Notwithstanding anything to the contrary in this Agreement, RELISH may include Customer's name, logo, or trademarks in marketing materials, customer lists, or other public communications. As a reference account, Customer agrees to participate in the following upon reasonable request by RELISH:

   a. Providing a corporate logo and quote from a decision maker for use by RELISH in marketing activities and on the RELISH public website.

   b. Development of a case study or testimonial that may be published and/or used as marketing collateral.

   c. At Customer's discretion, use commercially reasonable efforts to be available for interviews to prospective customers.

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CUSTOMER	**RELISHIQ, INC.**
Signature: *David J. Canepa (signature)*	Signature: DocuSigned by: *Ryan Walicki (signature)* 79E0C8C7403A42A
Name: David J. Canepa	Name: Ryan Walicki
Title: Vice President, Board of Supervisors	Title: CEO/Founder
Date: November 12, 2024	Date: 10/21/2024
Customer address for notice: County of San Mateo 555 County Center, 4th Floor Redwood City, CA 94063 United States Attention:	RELISH address for notice: RelishIQ, Inc. 9740 Bell Rd Newbury OH 44065 United States Attention: General Counsel

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