Bonterra **Social Solutions**

Quote Number: 2024-150095
Offer Valid Through: June 30, 2024

Bill To:
San Mateo County
Attn: Desiree Webb 1331 Garden Highway
Sacramento, California   95833
United States

ORDER FORM

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

SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
Subscription Products and Services				
ETOTPBndle-Fr	ETO Touchpoints Bundle ETO add-on bundle that includes ETO Workflow, ETO Alerts, eSignature, ETO Connect, MFA and Single Sign On. ETO Workflow provides the ability to configure a process, or set of steps, where staff are prompted to complete if/when a participant meets a specific set of requirements. Workflows are intended to support and guide staff as a participant moves through the program's model of care. ETO Alerts keeps users up-to-date on participants' progress and activity by sending pre-configured notifications when designated actions in the system occur. Electronic Signature provides users a way to capture a signature using a computer mouse, their finger, a tablet pen, and/or a compatible Topaz signature pad. Connect allows existing participants to access a portal in order to update information and complete tasks. Includes unlimited Connect accounts. Also includes unlimited Intake usage. Intake makes it easy for new participants to apply for services. MFA 150 users or less, allowing up to 250 authentications per month. Authentication every 30 days. Overage authentications will be charged $1.33 per authentication	1.00	Per Unit	Annually
ETOBscSupport	ETO Basic Support Includes 60 Tier 1 cases/ year. Cases addressing code defects, system outages, or service performance are not included in the count of cases per client Overages are totaled at the end of the year and billed to client at $50/case	1.00	Fee	Annually
GovInitSub-C	ETO for Government - Initiative This license includes 5GB of database storage, and is priced on a per user basis with a 50 user minimum.	150.00	Per User	Annually
API125kSub-A	API (125,000 calls) Max 125,000 calls - Use of the public, REST-based, that allow developers to connect to data without needing an in depth understanding of the ETO database structure	1.00	Per Unit	Annually
		Annual Amount USD		See Tiered Pricing Below
		Initial Invoice Amount USD		See Tiered Pricing Below

The Products listed above represent the total Initial Term Amount. This Master Service Agreement is based upon tiered pricing. "Tiered pricing" means a minimum annual subscription fee, calculated to take into account length of term, user count, and other relevant metrics. For the

avoidance of doubt, tiered pricing reflects a baseline minimum annual subscription fee and is subject to Bonterra's standard annual price increases.

The tiered pricing for Client is as follows:

Year	Annual License Total
Year 1	$195,407.18
Year 2	$205,177.54
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Total Contract Value USD	$400,584.72

Terms and Conditions

Start Date: July 01, 2024

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

Term (Months): The "Term" is 24 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

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

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

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

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

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

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

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

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

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

Multi-Factor Authentication

Each Multi-Factor Authentication ("MFA") subscription entitles Client to the number of authentications (via SMS or Phone) per period identified in this Order Form. It is Client's responsibility to follow the MFA Set Up Instructions upon signature of this Order Form. In the event Client does not follow the abovementioned instructions, Client is not entitled to any refund of fees.

Authentications must be used within the applicable Order Term - no rollover will be permitted. Additional message packs may be purchased at any time during the term of this Order Form; however, if Client fails to order additional message sets prior to exhausting its then-current unit volume, the applicable overage rates for such units as set forth in this Order Form will apply. Overage fees will be billed in arrears. The rates payable by Client for MFA are inclusive of all amounts that Bonterra must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi-governmental body as a result of Bonterra providing MFA messaging, including without limitation, all U.S. federal, state, local, and foreign assessments, claims, permits, fees, taxes and other charges of any kind, other than U.S. sales taxes that Bonterra determines are required to be collected from Client.

Client shall indemnify, defend, and hold Bonterra, the MFA messaging providers, and their respective affiliates harmless from and against any claim or loss arising from or relating to Client's use of the Services or Client Data sent via the Service. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THESE INDEMNIFICATION OBLIGATIONS. Client shall ensure that its Users use the MFA Service in accordance with the Telephone Consumer Protection Act and all other applicable governmental regulations. Client agrees that Bonterra may review such use of the Services at any time through the Service to assess such compliance.

Special Terms and Conditions for ETO Alert Functionality

Pursuant to this Order Form, Client is subscribing to the ETO Alert add-on (Sku AlertsSub-A, hereinafter, "Alert Functionality") within the Licensed Products. The Alert Functionality allows Client to configure and send email and/or text alerts to users within Client's organization as well as to third parties. Client is solely responsible for configuring the intended recipients as well as defining the contents of the Alerts, which may include personally identifiable information, Protected Health Information (as defined by HIPAA) or other sensitive information. Client hereby authorizes Bonterra to disclose, release and transmit Alerts pursuant to this Agreement. Client represents, warrants, and covenants to Bonterra that (i) Client has, and shall have at all times relevant to Bonterra's provision of Alerts, made all legally required disclosures to, and that it possesses legally sufficient authorizations or permissions from all third parties with respect to the collection, storage, transmission and sharing of the Alerts (and all contents therein) by Client and Bonterra pursuant to this Agreement, including any business associate agreements required by HIPAA or other applicable laws; (ii) the disclosures and transmissions to third parties as contemplated by this Agreement shall not constitute a breach of any confidentiality obligation, or any other obligation (whether express or implied) of Bonterra under any other agreement between Bonterra and Client, whether such agreement was entered into before, on or after the Effective Date; (iii) it shall not send any Alert for which does not have legally sufficient authorization and made legally sufficient disclosures; and (iv) it shall comply at all times with applicable law in its use and transmission of Alerts. Bonterra may rely on the foregoing in making such disclosures and transmissions to third parties.

Client shall defend, indemnify, and hold Bonterra, its affiliates, and its and their officers, directors, and employees harmless from and against any claim, action, proceeding, loss, liability, or damages including, without limitation, reasonable attorneys' fees ("Claims") arising from or related to (i) any breach of the obligations set forth in above, (ii) any allegation that Client did not have the right to obtain or transmit any data that Client included in any Alert; (iii) any claim arising from Client's use of the Alert functionality or Bonterra's transmission of Alerts; or (iv) violation of applicable law by Client . In no event shall Bonterra be liable for any direct, special, incidental, indirect, punitive or consequential damages, including but not limited to lost profits, business interruptions, or lost data that result from the use of the Alert functionality.

This Order Form is subject to and governed by the terms and conditions of Bonterra's Master Subscription & Services Agreement, which can be located at http://www.bonterratech.com/legal/ (the "**Agreement**") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

Client: San Mateo County

Authorized Signature:

Print Name:

Michael P. Callagy

Title:

County Executive

Date: June 25, 2024

Bonterra Tech LLC (f/k/a Social Solutions Global, Inc.)

Authorized Signature:

DocuSigned by:

Paul Burgdorf

E7585562BC3641E...

Print Name:

Paul Burgdorf

Title:

Deputy CFO

Date: 6/18/2024

Social Solutions

Accounting Information Form

Please provide the following Accounting Information in the table below:

Customer Name	
Tax Identification Number	
Are you Tax Exempt?	
If yes, please attach a copy of your Tax Exemption Certificate	
State Tax Exempt Number (if applicable)	
Billing Contact Name	
Billing Contact Phone	
Billing Contact Email	
Billing Contact Fax	
Are there any Special Invoicing needs?	
Special Invoicing Needs (if applicable)	