

# Contract Review Sheet

Information Technology Agreement

**PW-5616-25**

Title: Solid Waste Management System

Contractor's Name: Paradigm Software, LLC

Department: Public Works Department

Contact: Janet Wilson

Analyst: Kathleen George

Phone #: (503) 566-4139

Term - Date From: execution

Expires: 5 years from execution

Original Contract Amount: \$ 380,776.70

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 380,776.70

Amd% 0%

Outgoing Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal

RFP# PW1221-23

## Description of Services or Grant Award

Service agreement for Contractor to provide and implement a new PWES Gates and Solid Waste Management System (SWMS), including scale house operations, Point of Sale (POS), billing, and Customer Account Management, data conversion, installation and configuration, integration with County systems and related applications and provide post go-live support.

Desired BOC Session Date: 1/22/2025

Contract should be in DocuSign by: 1/1/2025

Agenda Planning Date: 1/9/2025

Printed packets due in Finance: 1/7/2025

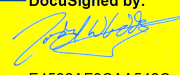
Management Update: 1/7/2025


BOC upload / Board Session email: 1/8/2025


BOC Session Presenter(s) Brian May

Code: Y

## REQUIRED APPROVALS

DocuSigned by:  
  
 E4502AF8CAA542C...  
 Finance - Contracts  
 Date: 12/11/2024

Signed by:  
  
 DA7EBDD6G4E7B47D...  
 Contract Specialist  
 Date: 12/13/2024

Signed by:  
  
 60C08A6F700240D...  
 Legal Counsel  
 Date: 12/12/2024

DocuSigned by:  
  
 DC16354248DE4EC...  
 Chief Administrative Officer  
 Date: 12/13/2024



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: January 22, 2025

Department: Public Works

Title: IT Service Agreement PW-5616-25 with Paradigm Software for Solid Waste Management System

Management Update/Work Session Date: January 7, 2025 Audio/Visual aids

Time Required: 10 min Contact: Brian May Phone: (503) 365-3147

Requested Action: Approve IT Service Agreement PW-5616-25 with Paradigm Software in the amount of \$380,776.70 for a new Public Works Environmental Services Gates and Solid Waste Management System (SWMS).

Issue, Description & Background: Contractor shall provide and implement a new PWES Gates and Solid Waste Management System (SWMS), including scale house operations, Point of Sale (POS), billing, and Customer Account Management, data conversion, installation and configuration, integration with County systems and related applications and provide post go-live support.  
The Solid Waste billing and gate system were proprietary software developed by Marion County. This is an aging system that is becoming difficult to have supported by Marion County IT staff. 8 years ago, staff began working with consultants to map the existing systems and future needs to develop an RFP to replace these systems. In February 2023, a formal Request for Proposals was issued and Paradigm Software was the sole responsible Proposer.

Financial Impacts: This is a budgeted expense in FY24-25. There is a CIP already approved.

Impacts to Department & External Agencies: This contract impacts Marion County IT Department.

List of attachments: IT Service Agreement

Presenter: Brian May, Environmental Services Division Manager

Department Head Signature: Brian Nicholas Digitally signed by Brian Nicholas Date: 2024.12.11 12:58:24 -08'00'

*Paradigm Software, L.L.C.*<sup>®</sup>  
113 Old Padonia Road, Suite 200  
Cockeysville, MD 21030  
(410) 329-1300

**PW-5616-25**

**STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT**

This agreement (“Agreement” or “Contract”) is between *Paradigm Software, L.L.C.*<sup>®</sup> (“PARADIGM” or “CONTRACTOR”), and Marion County, a political subdivision of the state of Oregon (“CLIENT” or “COUNTY”).

**RECITALS**

WHEREAS, Marion County issued Request for Proposal PW1221-23 for Solid Waste Management System on February 1, 2023.

WHEREAS, *Paradigm Software, L.L.C.*<sup>®</sup> submitted a proposal in response to PW1221-23 on March 21, 2023, which was determined to be responsive and responsible.

WHEREAS, Marion County evaluated and scored all proposal received and issued a Notice of Intent of Award to *Paradigm Software, L.L.C.*<sup>®</sup> on July 31, 2023. PARADIGM agrees to sell, deliver, install and license for CLIENT, and CLIENT agrees to purchase and accept, a license in, specific computer software specified in this Agreement (“Software”), hardware, implementation and support services relating to that Software licensed by PARADIGM to CLIENT, according to the terms and conditions of this Agreement.

This Agreement consists of the following documents, each of which is attached and incorporated herein by reference:

- Standard Support Services and Licensing Agreement, pages 1 through 16, including Terms and Conditions.
- ADDENDUM A: System Implementation;
- Exhibit A to ADDENDUM A: Statement of Work: Implementation Milestones;
- Exhibit B to ADDENDUM A: Purchase Price Schedule;
- Exhibit C to ADDENDUM A: Licensing, Customization and Implementation Payment Schedule
- ADDENDUM B: Service Levels.

The following documents included in this Agreement and are incorporated by reference:

Request for Proposal PW1221-23 for Solid Waste Management System on February 1, 2023;

*Paradigm Software, L.L.C.*® proposal submitted in response to PW1221-23 on March 21, 2023.

If an ambiguity, conflict, inconsistency or absurdity arises in the interpretation of this Agreement, the Agreement documents shall be interpreted in the following order of precedence:

1. Standard Support Services and Licensing Agreement, pages 1 through 16, including Terms and Conditions;
2. ADDENDUM A: System Implementation, less Exhibits A through C;
3. Exhibit A to ADDENDUM A: Statement of Work (Implementation Milestones);
4. Exhibit B to ADDENDUM A: Purchase Price Schedule;
5. Exhibit C to ADDENDUM A: Licensing, Customization and Implementation Payment Schedule;
6. ADDENDUM B: Service Levels;
7. Request for Proposal PW1221-23 for Solid Waste Management System on February 1, 2023;
8. PARADIGM SOFTWARE, L.L.C. submitted in response to PW1221-23 on March 21, 2023.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair Date

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Commissioner Date

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Commissioner Date

Authorized Signature:  12/11/2024  
DocuSigned by:  
9793BA7ACD6D443...  
Brian Nicholas – Public Works Director Date

Authorized Signature:  12/13/2024  
DocuSigned by:  
DC16351248DE4EC...  
Jan Fritz – Chief Administrative Officer Date

Reviewed by Signature:  12/12/2024  
Signed by:  
60C98A6F709240B...  
~~Jane E. Vetto~~ – Marion County Legal Counsel Date

Reviewed by Signature:  12/11/2024  
DocuSigned by:  
E4592AF8CAA542C...  
Marion County Contracts & Procurement Date

**PARADIGM SOFTWARE, L.L.C. SIGNATURE**

Authorized Signature:  11/27/2024  
Jackie W Barlow II – President and Chief Operating Officer Date

## STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

## TERMS AND CONDITIONS

1. **CHARGES, FEES AND PAYMENT.** The maximum, not-to-exceed compensation payable to PARADIGM under this Contract, which includes any allowable expenses, is \$380,776.70 plus the year 2 through year 5 CPI increases in the annual fees for Support Services and for Web Hosting, Cloud Backup and WeighPay Services. This maximum amount includes \$178,135.23 for licensing, customization and implementation, plus the annual fee based on the current configuration for five years of \$202,641.47 annual Support Services, Web Hosting, Cloud Backup and WeighPay Services. CLIENT will not pay PARADIGM any amount in excess of the not-to-exceed compensation of this Contract for completing the Services and will not pay for Services performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before PARADIGM performs Services subject to the amendment. CLIENT agrees to make interim payments to PARADIGM according to the payment schedule and requirements in Exhibit C to Addendum A following CLIENT'S receipt of PARADIGM'S invoice for those Services. CLIENT agrees to pay PARADIGM the amounts specified in Exhibit B to Addendum A, for licensing, customization and implementation services described in Addendum A ("System Implementation") and for support services "Standard Support Services" described in Addendum B. The fee for Standard Support Services (shown as "Annual Support Services" in Exhibit B to Addendum A) is payable as specified in Exhibit C to Addendum A and thereafter annually in advance prior to the first day of the next annual period. For all charges and fees, CLIENT will pay a late charge the lesser of one and one-half percent (1 1/2%) or the maximum amount permitted by Oregon Law, of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. No more than once per year, PARADIGM may increase its license fee and its charges for annual support services by written amendment to this Agreement. PARADIGM shall not provide services that are not expressly agreed to in this Agreement. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CLIENT agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of CLIENT to pursue.
2. **CLIENT RESPONSIBILITIES.** CLIENT agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to CLIENT hereunder and to provide, install and maintain, at no cost to PARADIGM, for the duration of this Agreement, an adequate connection for remote support approved by PARADIGM. CLIENT shall allow PARADIGM access to the Software via this connection for the purpose of providing Standard Support Services. PARADIGM shall have access to the Software for implementation, and for providing Standard Support Services. The Software must have specific access to "\*.paradigmsoftware.com" and TCP port 443. To effectively troubleshoot any issues that may occur with CLIENT'S system, PARADIGM must have access to logs and other relevant troubleshooting resources. These

resources are necessary for PARADIGM to identify the root cause of the problem and develop an appropriate solution.

3. **COVERAGE.** The Software eligible for Standard Support Services is *WeighStation*<sup>®</sup> CW6, as updated with all current modules, applications, amendments, alterations, enhancements, improvements, and updates furnished to CLIENT from time to time under warranty. PARADIGM shall provide Standard Support Services exclusively for the CLIENT's currently supported version of Software, running on the operating system version approved by PARADIGM. The supported Software version means any build released by PARADIGM within the past 24 months from the date the Standard Support Services are required. CLIENT agrees to remain current (within those last 24 months) by either installing the latest build of the Software or engaging PARADIGM to install it on their behalf.
4. **STANDARD SUPPORT SERVICES.** During the term of this Agreement, PARADIGM will provide to CLIENT its Standard Support Services described in this paragraph. Subject to the license granted to CLIENT in the Software, PARADIGM will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to PARADIGM which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to CLIENT by PARADIGM describing the use of the Software (the "Documentation"). PARADIGM shall promptly provide such Standard Support Services after CLIENT has identified and notified PARADIGM of any such error in accordance with PARADIGM's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B. Standard Support Services do not include the re-installation of the Software or the running of updates to the Software on the CLIENT's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the CLIENT's workstations, servers or other hardware will be provided only upon CLIENT's request and approval, and billed at PARADIGM's then-applicable rates, and in accordance with Addendum B. PARADIGM will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 7:00 p.m. Eastern Time (4:00 a.m. through 4:00 p.m. Pacific Time) on weekdays, except PARADIGM Statutory Holidays. Such consultation will be available only to one contact or alternate, designated by CLIENT in advance in writing from time to time. In addition, if PARADIGM elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services clients generally, PARADIGM will deliver updates of the Software to CLIENT from time to time, without any charge other than as specified on Exhibit A to Addendum A attached hereto.
5. **TERM AND RENEWAL.** Provided payment has been made as required hereunder, PARADIGM shall provide CLIENT with Standard Support Services for a period of five (5) years. Thereafter, the term for Standard Support Services may be extended for successive terms via written amendment. The term and renewal of the license of the Software is governed by Addendum A.
6. **PROPRIETARY RIGHTS.** Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or

Documentation (“IP”) as may be provided by PARADIGM under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CLIENT under and subject to the license granted in this Agreement and Addendum A hereto. As between the parties, PARADIGM retains all right, title, and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CLIENT by virtue of any portion of this Agreement.

7. **TERMINATION.** PARADIGM may terminate this Agreement upon the failure of CLIENT to perform or observe any covenant or obligation set forth herein, including, but not limited to, CLIENT’S failure to pay fees and charges, provided PARADIGM has given CLIENT thirty (30) days prior written notice of the failure, and CLIENT has failed to cure such failure within such time. Upon termination, CLIENT shall cease using the Software and shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM. Upon termination, the obligations of CLIENT set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement. CLIENT may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days’ written notice to PARADIGM.
8. **CONFIDENTIAL INFORMATION.** “Confidential Information” shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party or to which they may be provided access in accordance with this Agreement. Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person any Confidential Information about which it becomes aware. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know. Each shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.
9. **NO WARRANTIES.** CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.

**LIMITATION OF LIABILITY.** PARADIGM SHALL MAINTAIN GENERAL LIABILITY AND CYBER-LIABILITY INSURANCE. PARADIGM SHALL OTHERWISE NOT BE



LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR STANDARD SUPPORT SERVICES AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CLIENT FOR SOFTWARE LICENSE FEES.

10. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CLIENT may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.

11. ESCROW.

11.1 Escrow Agent. Safe Secure Escrow, LLC (the "ESCROW AGENT") has entered into an Agreement with PARADIGM and accepted and currently holds on deposit a single copy of the source code for the Software ("Source Code") that has been licensed to CLIENT pursuant to the Agreement. PARADIGM shall deposit an updated copy of the Source Code monthly of such updates, and each updated copy shall upon deposit be deemed the Source Code under the Agreement. The copy of the Source Code held by ESCROW AGENT shall be and remain the exclusive property of PARADIGM, and ESCROW AGENT will hold the Source Code as specifically provided in this Section 13. ESCROW AGENT will hold the copy of the Source Code in a secure cloud or other digital environment and may deliver a copy of the Source Code to CLIENT, but only under the conditions specified in this Section 13. Upon reasonable request, and at CLIENT's cost, CLIENT may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by PARADIGM at its premises in Cockeysville, Maryland.

11.2 Conditions for Escrow Release. CLIENT shall be entitled to receive from ESCROW AGENT and to make limited use as provided in this Agreement of a single copy of the Source Code, if (i) PARADIGM releases the Source Code to other licensees as a matter of general policy; (ii) PARADIGM refuses to offer CLIENT error correction services or changes required to comply with federal regulations at PARADIGM's standard rates and on its standard terms and conditions; (iii) PARADIGM becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) PARADIGM as a debtor-in-possession or a trustee-in-bankruptcy in a case under the United

States Bankruptcy Code rejects the Agreement. Any of the foregoing events is referred to below as a "Release Condition." Upon the occurrence of any Release Condition, CLIENT may at its option give ESCROW AGENT written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Section 13 of Agreement Dated \_\_\_\_\_," (ii) specify the Release Condition with reference to the applicable subsection of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which CLIENT desires to have released; and (iv) be given within sixty (60) days of CLIENT's knowledge of the happening of the applicable Release Condition. Upon receipt of the Notice, ESCROW AGENT shall send a copy to PARADIGM by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If PARADIGM denies or disputes an alleged Release Condition, PARADIGM shall, within sixty (60) days after the receipt of the copy of the Notice from ESCROW AGENT, deliver to the ESCROW AGENT a statement (the "Statement") identifying its dispute. ESCROW AGENT shall send a copy of the Statement to CLIENT by Secure Delivery, and ESCROW AGENT shall continue to hold the Source Code in accordance with this Agreement. If ESCROW AGENT does not receive the Statement within the applicable time period, then ESCROW AGENT is authorized and directed to deliver a copy of the applicable Source Code to CLIENT. Upon delivery to CLIENT under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement. In the event that PARADIGM delivers the Statement to ESCROW AGENT in the manner and within the time period set forth above, ESCROW AGENT shall not release a copy of the Source Code or any part thereof, to CLIENT unless (i) required to do so by order of a court of competent jurisdiction, or (ii) ESCROW AGENT has received written instructions with authorized signatures of both PARADIGM and CLIENT requesting release to CLIENT. The ESCROW AGENT shall withhold release of the Source Code to the CLIENT if any fees or costs owed by the CLIENT to PARADIGM are unpaid.

11.3 Termination and Cancellation. The delivery of a copy of the Source Code to CLIENT hereunder shall act as a termination of all of PARADIGM's responsibilities, all of PARADIGM's warranties, and all of PARADIGM's software support obligations under the Agreement. In the event a copy of the Source Code is provided to the Customer, PARADIGM shall retain all right, title and interest in and to the IP as provided by Section 7 of this Standard Support Services and Licensing Agreement and any other attachment thereto, and the license granted, and the term thereof as provided in Addendum A to this Standard Support Services shall remain in effect.

11.4 Limitation on Escrow Agent's Liability. As a fiduciary, conservator, receiver, or guardian of the Source Code that it receives, ESCROW AGENT's obligation is solely one of safekeeping. ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code. The ESCROW AGENT cannot and does not warrant the content of the Source Code that it receives from PARADIGM, regardless of the media used to transmit it. ESCROW AGENT's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its other clients at the same location. However, ESCROW AGENT nor PARADIGM shall not be responsible for any loss or damage to the Source

Code due to a computer or hardware crash, malfunction, or changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of ESCROW AGENT or PARADIGM. ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be. In no event shall ESCROW AGENT be liable for any act or failure to act under the provisions of this Agreement except where its acts are the result of its gross negligence or malfeasance. ESCROW AGENT shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto. PARADIGM shall indemnify ESCROW AGENT against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of ESCROW AGENT), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement. PARADIGM and CLIENT acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the ESCROW AGENT to perform hereunder.

11.5 Intellectual Property. The release of the Source Code to CLIENT will not act as an assignment of any intellectual property rights that PARADIGM or any third party possesses in the Source Code. The Source Code shall remain at all times the confidential and intellectual property of PARADIGM. In the event that ESCROW AGENT releases the Source Code to the CLIENT, CLIENT shall be permitted to use the Source Code only to the extent of CLIENT'S license pursuant to the Agreement.

11.6 Disputes. In the event of any disagreement between the parties resulting in adverse claims and demands being made in connection with or against the Source Code, ESCROW AGENT shall refuse to comply with the claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which the ESCROW AGENT or any other party may initiate, it being understood and agreed by CLIENT and PARADIGM that ESCROW AGENT has authority (but not the obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that CLIENT and PARADIGM mutually and jointly determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association, and in so doing ESCROW AGENT shall not be or become liable to a party, or (iii) by written settlement between CLIENT and PARADIGM.

11.7 Resignation. The ESCROW AGENT may resign by delivery of a thirty (30) day written notice to both PARADIGM and the CLIENT. The ESCROW AGENT will deliver the Source Code upon the joint written direction of PARADIGM if received within thirty (30) days of the date on the ESCROW AGENT's notice of resignation. If no direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams

Street, Bel Air, MD 21014 to serve as acting trustee, until a new successor escrow agent is secured by PARADIGM.

## 12. EARLY TERMINATION

This Contract may be terminated as follows:

12.1 County and Contractor, by mutual written agreement, may terminate this Contract at any time.

12.2 County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

12.3 Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

12.4 Notwithstanding section 14.3, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

## 13. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

13.1 If terminated under 13.1 or 13.2 for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

13.2 If terminated under 13.3 by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

13.3 If terminated under 13.3 or 13.4 by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

## 14. MISCELLANEOUS.

14.1 Complete Understanding. This Agreement, including all of its terms and conditions and addenda are the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements,

negotiations, representations, and proposals, written and oral, relating to the subject matter hereof. CLIENT and PARADIGM expressly acknowledge, agree, and represent to each other that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. CLIENT and PARADIGM agree that no contrary terms and conditions of any subsequent CLIENT purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM and CLIENT in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both parties.

14.2 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

14.3 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

14.4 Effective Date. This Agreement is effective on the date it has been signed by all parties and all required County approvals have been obtained ("Effective Date"). The term of this Agreement is for five (5) years following the Effective Date ("Term").

14.5 Governing Law and Venue: This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

14.6 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither PARADIGM nor CLIENT may employ or solicit to employ persons employed by the other.

14.7 Force Majeure. Neither CLIENT nor PARADIGM shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. PARADIGM shall, however, make all reasonable efforts to remove or eliminate the cause of PARADIGM'S delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. CLIENT may terminate this Contract upon written notice to PARADIGM after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

14.8 No Inferences. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

14.9 Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of or discovery of the first event giving rise thereto.

14.10 Independent Contractors. Nothing in this Agreement shall make PARADIGM and CLIENT partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

14.11 Counterparts. This Agreement may be executed in more than one counter parts, each of which shall be deemed an original and all of which shall constitute one in the same instrument. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

14.12 Compliance with Statutes and Rules

- (1) County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- (2) Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 16.23(3) of this Contract.

Any violation of subsection 2 of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 16.23 of this Contract, that Contractor has not complied with the tax laws of this state and the applicable

tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, including but not limited to:

- i Termination of this Contract, in whole or in part.

14.13 CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

14.14 FUNDING MODIFICATION

- (1) County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- (2) In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

14.15 RECOVERY OF FUNDS. Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of a County obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments to Contractor or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall repay prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

14.16 ACCESS TO RECORDS

- (1) Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.
- (2) Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract, for a

minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

14.17 REPORTING REQUIREMENTS. Contractor shall reasonably provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor are and shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

#### 14.18 CONFIDENTIALITY OF RECORDS

- (1) Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- (2) Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- (3) If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- (4) Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

#### 14.19 INDEMNIFICATION AND INSURANCE

- (1) Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- (2) Contractor shall obtain the insurance required under section 16.22 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- (3) County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.



14.20 WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

14.21 REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

- (1) If either Party breaches this Contract, the other Party's sole remedy shall be limited to termination of the Contract and receipt of Contract payments to which they are entitled.

#### 14.22 INSURANCE

- (1) REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- (a) WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

- (b) COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- i \$1,000,000 Per occurrence limit for any single claimant; and
- ii \$2,000,000 Aggregate Policy Limit of Liability.

- (c) CYBER LIABILITY. Covering media liability coverage, network security and privacy liability coverage, privacy regulatory proceeding coverage, event expense coverage, network extortion coverage, and business interruption coverage.

- i \$2,000,000 Per Occurrence Limit of Liability; and  
\$5,000,000 Aggregate Policy Limit of Liability.
- ii Policy shall be on a claims-made basis.

- (2) ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional

Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- (3) NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- (4) CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

#### 14.23 CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- (1) Contractor has the power and authority to enter into and perform this Contract.
- (2) This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- (3) Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
  - (a) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - (b) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - (c) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - (d) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- (4) All equipment, components, hardware, Software, firmware, intellectual property rights, license rights, etc., delivered to County under this Contract, and Contractor's Services rendered

in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

## STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

### ADDENDUM A System Implementation

PARADIGM SOFTWARE, L.L.C.<sup>TM</sup> ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the CLIENT a license to use the Software as set forth herein below. CLIENT agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. **CLIENT RESPONSIBILITIES.** CLIENT shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CLIENT shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CLIENT shall comply with applicable laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.
2. **TRAINING.** PARADIGM shall provide standard training to CLIENT in the use of the Hardware and Software according to Exhibit B and Exhibit C of this Addendum. Such training will be provided at a mutually agreeable location during Software and Hardware installation.
3. **DELIVERY.** Subject to written agreement of the parties, PARADIGM shall deliver Hardware to CLIENT on or about the date that CLIENT completes the above training. Exhibit B to this Addendum specifies who will install and set up the Hardware. PARADIGM shall install the Software on the Hardware prior to delivering it to CLIENT. Paradigm shall ensure that the all warranties applicable to the Hardware or any Hardware components not manufactured by PARADIGM (including software) are as provided by the applicable third-party manufacturers and passed-through to CLIENT. Good and merchantable title and risk of loss in and to the Hardware shall pass to CLIENT upon delivery of each the Hardware component to CLIENT, and CLIENT'S acceptance thereof according to the terms of this Agreement.
4. **SECURITY.** PARADIGM reserves a security interest for the amount of all outstanding payments due to PARADIGM hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until CLIENT's payment

obligations for all Hardware and Software are fully discharged. CLIENT hereby appoints PARADIGM as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and PARADIGM shall, at the request of CLIENT, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

5. GRANT OF LICENSE. PARADIGM hereby grants to CLIENT, and CLIENT hereby accepts, a nonexclusive, nontransferable, irrevocable license to use, as herein provided, a single, executable copy object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials for the Software ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CLIENT, who shall acquire no right, title, interest, or privilege with respect to the Software or the Documentation by implication.
6. TERM AND RENEWAL. The term of the license herein granted is five (5) years commencing on the Effective Date of this Agreement, unless terminated earlier as provided herein (the "Term"). If CLIENT is not in default under this Agreement or any other agreement with PARADIGM, the Term of this license shall be automatically renewed upon the same terms and conditions, for one (1) additional five (5) year term (the "Renewal Term"), unless CLIENT gives written notice of election not to renew the license at least thirty (30) days prior to the expiration of the initial Term. If the Agreement is renewed following expiration of the initial Term, CLIENT shall pay a license renewal fee in an amount equal to fifty percent (50%) of the initial license fee specified on Exhibit B hereto and as amended in writing plus any cumulative adjustments for the Producer Price Index (the "PPI") published by the U.S. Department of Labor, Bureau of Labor Statistics [All Commodities, U.S. City Average, All items, 1982=100] (the "License Renewal Fee"), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If CLIENT purchases a "Version Upgrade" at any time during the initial Term, then the Term shall automatically extend for one (1) additional five (5) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase price (excluding installation charges) plus all installation charges pre-approved by CLIENT in writing, which may include but not necessarily limited to, airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person. PARADIGM defines modifications to the Software as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the CLIENT is currently licensed for (example – going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). Notwithstanding the foregoing, at the expiration of the Term, as may be extended, from time to time pursuant to the terms of this Section 6, or earlier termination of this Agreement as provided for in the Agreement, the license granted to CLIENT in Section 5 hereof shall immediately cease, and CLIENT shall not use, run, implement, install, store, maintain, keep, monetize, or otherwise benefit from in any way nor have any right to the Software or Documentation.
7. SCOPE. A single, executable copy of the object code version of the Software may be used by CLIENT for testing purposes and for processing of data, but such data shall be strictly limited to

data of CLIENT created or used in the connection with CLIENT. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CLIENT shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CLIENT with a single, back-up copy of the Software which CLIENT shall keep in a secure location reasonably approved by PARADIGM in advance. CLIENT shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.

8. **TITLE AND OWNERSHIP.** PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CLIENT, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives, and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CLIENT shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CLIENT purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CLIENT hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CLIENT agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CLIENT hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CLIENT shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CLIENT shall not disclose, divulge, or communicate to any person (including contractors and consultants), except to CLIENT's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.
9. **INDEMNITY.** PARADIGM will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) CLIENT immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CLIENT the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If

PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CLIENT the license fee paid by CLIENT under this Agreement, less a pro rata amount for each full or partial month CLIENT used the Software; (ii) CLIENT will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the Software or on a schedule hereto. This paragraph states the entire obligation of PARADIGM regarding infringement of intellectual property rights and will survive the termination of this Agreement. To the extent permitted by applicable law, CLIENT shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with CLIENT'S negligent use of the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

10. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CLIENT's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software installation at CLIENT's site, when operated as recommended. PARADIGM shall design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CLIENT shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CLIENT's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CLIENT's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM.

CLIENT ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CLIENT'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

## STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A to ADDENDUM A  
Statement of Work: Implementation Milestones**General**

PARADIGM agrees to deliver, implement and maintain its *WeighStation*® CW6 system, which is an on-premises solution that offers a module hosted by PARADIGM for Web Reporting and Payments. CLIENT will store the master database on-premises and shares it with the Web Reporting and Payments module. CLIENT owns its data, and the master database is stored on County servers (whether physical or virtual). PARADIGM owns the *WeighStation*® CW6 system software and architecture.

This Exhibit A – Statement of Work: Implementation Milestones (the “Milestones”) establishes the due dates and performance milestones for PARADIGM’S delivery of Services, Software, Hardware and Support.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Hardware and Software and Services for the delivery of *WeighStation*® CW6 (“*WeighStation*® CW6”). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the CLIENT and PARADIGM will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

PARADIGM’s Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all PARADIGM’s resource assignments for the Project. This Implementation Plan will be reviewed, modified, and accepted by both parties.

PARADIGM’s Project Manager will be responsible for:

- (a) Submitting the detailed Implementation Plan to the CLIENT by an agreed upon date after the execution of the Agreement.
- (b) Ensuring *WeighStation*® CW6 interfaces with scale regardless of make or model, provided scale has appropriate interface.
- (c) One-time import of accounts, trucks and rates from current system to *WeighStation*® CW6 and historical transactional data as agreed to within the Agreement.



- (d) Providing weekly progress reports as the situation warrants and/or as the CLIENT reasonably requests, including meeting/interviewing with CLIENT Personnel throughout the Project as required.
- (e) Meeting/Interviewing CLIENT Personnel weekly during the course of the Project as required; and providing overall direction, management and leadership for the Project.
- (f) Attending status meetings either in person or via a designate (as determined by PARADIGM) or through conference calls or such other means as may be mutually agreed upon.
- (g) Working with the CLIENT's Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
- (h) Making required modifications to the Milestones in order to obtain necessary approval(s).
- (i) Serving as PARADIGM's key contact for the CLIENT.

The CLIENT's Project Manager will be responsible for:

- (a) Ensuring the mutually agreed project management communication methodology is followed.
- (b) Serving as the key contact for PARADIGM; coordinating status meetings either in person or via a designate (as determined by the CLIENT) or through conference calls or such other means as may be mutually agreed upon; working with the PARADIGM Project Manager to resolve any issues.
- (c) Approving or disapproving the PARADIGM Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any CLIENT comments, rejection or approval will be given to PARADIGM no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the CLIENT by PARADIGM.
- (d) Providing clarification and applicable instructions as requested by PARADIGM throughout the Project.
- (e) Monitoring PARADIGM work progress and Milestones; and providing overall direction, management, and leadership for the CLIENT Project team.
- (f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of

PARADIGM's request (whichever is greater), unless the Project Managers from PARADIGM and the CLIENT mutually agree to an extended response time.

- (g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
- (h) Using his/her best efforts to obtain signoff and approval from the CLIENT, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
- (i) Forwarding any required Notice of Acceptance to the PARADIGM Project Manager, as appropriate.

The Services will be performed at PARADIGM's/CLIENT's facilities as needed during the Project provided that should PARADIGM request resources from the CLIENT, such request must be reviewed and approved by the CLIENT Project Manager. The CLIENT will provide facilities and appropriate resources will be made available as may be requested from time to time by PARADIGM.

The CLIENT will make every effort to provide a site suitable to support the necessary PARADIGM Personnel for the duration of the Project with telephone and network access.

The CLIENT will make available to PARADIGM the necessary CLIENT Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

### **Functional Areas of Responsibility**

The functional areas of responsibility for the Project organization are as follows:

- (1) CLIENT's Project Manager: The CLIENT's Project Manager(s) will be the focal point of decision-making and communications between PARADIGM and the CLIENT.
- (2) CLIENT's Project Team: Under the direction of the CLIENT Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.
- (3) PARADIGM's Project Manager: The PARADIGM's Project Manager is responsible for the Milestones and will ensure overall CLIENT satisfaction for the Project.
- (4) PARADIGM Consultant(s)/Architect(s)/Specialist(s): Under the direction of the PARADIGM Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

### **Project Team Members**

The CLIENT and PARADIGM will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

### **Objectives**

- (1) The Objectives for the Project are for PARADIGM to implement a fully integrated scale house software solution, the *WeighStation*<sup>®</sup> CW6. This includes the conversion and

migration of existing account data from current vendor and truck weighing data from scale, installation, and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.

- (2) PARADIGM shall ensure that its *WeighStation*<sup>®</sup> CW6 does the following:
- (a) Integrates with a PARADIGM approved Payment Card Industry (PCI) complaint solution for credit card processing.
  - (b) Collects the required information on all loads entering and leaving the CLIENT's facility.
  - (c) Collects and maintains the required customer/hauler information needed for billing including detailed truck information as needed for tracking.
  - (d) Tracks all material and tonnages disposed of by paying customers, residents, contractors, and charities.
  - (e) Collects and manages information on loads, tonnages, and balances by material type.
  - (f) Calculates the appropriate charges for loads entering and leaving the sites.
  - (g) Provides fraud controls and audit functions.
  - (h) Tracks account balances for customers using the Accounts Receivable and Aging Module).
  - (i) Collects account information to support the following accounts types and activities:
    - i Cash
    - ii Charge accounts
    - iii Check
    - iv Invoicing
    - v Process payments
    - vi Credit Cards
  - (j) Provides Reporting capabilities including:
    - i Operational reporting
    - ii Management reporting
  - (k) Retrieves information to plan new programs and improve productivity in facility operations.
  - (l) Implements the requirements identified in the Agreements.
  - (m) Provides ad-hoc reporting.
  - (n) Provides all other functional requirements as specified in the Agreement.

**1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Implementation (Paradigm internal meeting)**

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in CLIENT record:
  - Set Version Number
  - Set Site, Licensing and Module information
  - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

## 2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

### **PARADIGM shall:**

- Schedule and conduct kickoff meeting.
- Provide CLIENT with incident spreadsheet outlining all Milestones.
- Provide blank Facility Survey for CLIENT to complete.
- Introduce CLIENT to PARADIGM'S website to track incidents.
- Provide CLIENT with current hardware/software requirements PDF.
- Discuss and confirm Hardware to be provided by PARADIGM to CLIENT.

### **PARADIGM shall with respect to the kick-off meeting:**

- (1) Initiate a kick-off meeting which will include a site survey with the CLIENT Project Team to review and confirm the CLIENT requirements. This will include confirmation and verification of the Hardware the CLIENT will need to acquire to deploy the Software within the CLIENT's environment.
- (2) Leverage the existing CLIENT infrastructure in place and be able to integrate with the existing environment as described. This includes providing the CLIENT with general requirements for electrical and communication connections for each equipment location included in the project.
- (3) Provide a detailed Testing Plan for the Acceptance Testing of *WeighStation*<sup>®</sup> CW6 in the CLIENT's environment, including a list of CLIENT staff positions that should be involved in the testing, which will also be provided to the CLIENT Project Manager for acceptance; however, notwithstanding, the CLIENT shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing
- (4) Determine the dates for which the requirements identified as "Customizations" (priced in the Agreement) will be available based upon the parties' agreement.
- (5) Establish the work efforts and the resources necessary for the Project.
- (6) Develop an initial Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones, including the applicable delivery schedule ("Delivery Schedule") for the Project implementation (altogether, the "Implementation Plan"). PARADIGM shall deliver this Implementation Plan to CLIENT within ten (10) business days of the execution of the Agreement.
- (7) Provide a detailed role-based Training Plan for the CLIENT's users of *WeighStation*<sup>®</sup> CW6 and CLIENT's staff assigned to support the application; No later than thirty (30) days prior to training, PARADIGM shall deliver the Training Plan to the CLIENT Project Manager for acceptance as part of the Implementation Plan.
- (8) Purchase, configure and install all Hardware provided by PARADIGM as listed on Exhibit B in this Agreement.

Paradigm shall deliver a final Implementation Plan to Client no later than thirty (30) days following the kick-off meeting, at which time the Implementation Plan is deemed incorporated by reference

into this Agreement. The parties may amend the Implementation Plan (including the Delivery Schedule) anytime by written agreement, which amended Implementation Plan is deemed amended into this Contract upon written agreement. Paradigm and Client shall comply with the then-current Implementation Plan, including Delivery Schedule.

**CLIENT shall:**

- (1) Provide PARADIGM with a copy of the database from the current system for conversion requirements.
- (2) Provide PARADIGM with the appropriate technical resources and information to be used to create the CLIENT's database.
- (3) Review, comment and if acceptable, approve the Hardware specifications.
- (4) Ensure that PARADIGM has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the CLIENT for installing and configuring *WeighStation*<sup>®</sup> CW6.
- (5) Review, comment on and if acceptable, approve the Training Plan.
- (6) Provide Notice of Acceptance with respect to the approved Milestones.

**3. Milestone 3 – Order Hardware**

- CLIENT shall order any hardware as necessary to support *WeighStation*<sup>®</sup> CW6. PARADIGM shall provide Minimum/Recommended System Requirements.
- CLIENT shall create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.
- PARADIGM shall order the hardware specified in Exhibit B to Addendum A.

**4. Milestone 4 – Intentionally Deleted**

**5. Milestone 5 – Facility Survey Review**

- PARADIGM and CLIENT shall review completed facility survey.

**6. Milestone 6 – Vision Diagram/Documentation**

- CLIENT shall provide images/pictures of facility(ies).
  - Scale house
  - Scale lanes
  - Site
- PARADIGM shall create Visio diagram of the following:
  - Title page
  - Device legend
  - Overhead satellite view
  - Building layout
  - Hardware diagram
  - System architecture

- Birds-eye view
- PDM
- Unattended

#### **7. Milestone 7 – Collect Data**

- CLIENT shall provide database/data/reports (Database Backups from prior system if SQL. Otherwise, old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

#### **8. Milestone 8 – Create Version 6 Database and Folder Structure**

- PARADIGM shall use DBUpdate6 to create *WeighStation*<sup>®</sup> CW6 Database and Folder Structure.
- CLIENT shall inform PARADIGM on which version of SQL to be used.

#### **9. Milestone 9 – Intentionally Deleted**

#### **10. Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion**

- PARADIGM shall analyze current data and create specifications for programmers to convert the critical setup tables and historical transactions.
- PARADIGM shall discuss with CLIENT the plan if setup data will be loaded again in the future. At some point, CLIENT may have to add accounts/setup information in current and *WeighStation*<sup>®</sup> CW6 prior to Go-Live if substantial configuration within *WeighStation*<sup>®</sup> CW6 has taken place that PARADIGM can't overwrite.

#### **PARADIGM shall:**

- (1) Provide the full system Implementation Plan with timelines and Milestones.
- (2) Create conversion scripts or routines from sample data provided by the CLIENT.
- (3) Review with the CLIENT and rectify sample data script conversion errors until CLIENT Acceptance of the converted data.
- (4) Perform data conversion(s) as needed and load onto the target platform.
- (5) Install *WeighStation*<sup>®</sup> CW6 at the CLIENT facility in accordance with the full system Implementation Plan.
- (6) Install and configure the hardware on the required lanes.

#### **CLIENT shall:**

- (1) Provide sample data as required.
- (2) Review the data mapping document.
- (3) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PARADIGM in correcting the errors.
- (4) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the PARADIGM application once *WeighStation*<sup>®</sup> CW6 is accepted.

- (5) Make sure CLIENT Personnel, space and other resources are available for Scale House Software Solution deployment to all CLIENT Sites.
- (6) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
- (7) Review Scale House Software Solution Documentation.

## 11. Milestone 11 – Test Environment Milestone

- PARADIGM and CLIENT shall together create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- CW6 is a client-server solution that will be hosted on your infrastructure. Virtual servers (VMs) are fully supported for hosting the software. Your IT team will need to provide remote access for system administration and management. There are multiple approaches for managing the Test/Development (Dev/Test) environment during the implementation phase. Many clients choose to set up dedicated servers for development and configuration, which are later promoted to production when the system goes live. At that point, a new server is configured for the ongoing test environment. Alternatively, it is also acceptable to maintain the Dev/Test server as a testing environment at go-live and install the production version on a separate server dedicated to production operations.
- Benefits of Having A Test Environment:
  - Allows the CLIENT to test any update provided by PARADIGM resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The CLIENT can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
  - Allows CLIENT's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
  - Allows CLIENT's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

### **PARADIGM shall:**

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, CLIENT shall conduct preliminary acceptance testing in the CLIENT Test Environment (with assistance provided by PARADIGM) as a proof of concept. The acceptance of the Test Environment will be based on the following:

- (1) PARADIGM shall deliver and install Software and Hardware for the CLIENT.
- (2) Successful acceptance test must be completed for all required and proposed functions.
- (3) Successful demonstration that the Solution's performance and capacity meets the CLIENT's requirements, and in accordance with PARADIGM's documentation.

- (4) Preliminary training of users. The testing period will include user training to ensure users can:
  - (a) Collect the required information on all loads entering and leaving the CLIENT's facility.
    - i Correct all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
    - ii Propose modifications to required Documentation.

**CLIENT shall:**

- (1) Review and approve the draft acceptance test proof of concept document.
- (2) Execute, review, and approve acceptance test results.
- (3) Provide a Notice of Acceptance with respect to the approved Milestones.

**12. Milestone 12 – Production Environment Milestone**

- PARADIGM and CLIENT shall create a Production Environment for both the office and various site servers/workstations that will be using the Software.

**13. Milestone 13 – Transaction Scenario Guide and Documentation**

- PARADIGM and CLIENT shall together create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- The guide is critical for CLIENT user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- PARADIGM shall supply CLIENT with electronic CW and WS Training guides and manuals.

**PARADIGM shall:**

- (1) Review and identify out of the box and customizable functionalities.
- (2) Document integration point(s) and interface(s) requirements.
- (3) Review the sample data provided by the CLIENT and develop data conversion plan for data migration.
- (4) Prepare a draft acceptance test plan for the CLIENT's review and consideration.
- (5) Install *WeighStation*<sup>®</sup> CW6 on the CLIENT's Test Environment.
- (6) Configure and customize the *WeighStation*<sup>®</sup> CW6 to meet the requirements of the Agreement.
- (7) Test *WeighStation*<sup>®</sup> CW6 on the CLIENT's Test Environment.
- (8) Assist the CLIENT in conducting its preliminary acceptance test.
- (9) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

**CLIENT shall:**

- (1) Provide PARADIGM with details surrounding any customizable functionalities.



- (2) Review of the PARADIGM recommended preliminary acceptance test plan and development of the CLIENT's preliminary acceptance test plan.
- (3) Review and approve the data migration plan.
- (4) Provide a Notice of Acceptance with respect to the approved Milestones.

**14. Milestone 14 – Programmer Liaison Meeting (Paradigm internal meeting)**

- PARADIGM shall assign a Programmer Liaison.
  - PARADIGM'S Implementation Specialist shall do a short presentation to the programmer to discuss any open programming issues or concerns, and in conjunction with the Implementation Manager.

**15. Milestone 15 – Remote Training**

- PARADIGM shall provide CLIENT with remote training as identified in the Agreement and shall:
  - Train on adhoc reporting and to recreate CLIENT reports prior to going onsite.
  - Run through *WeighStation*<sup>®</sup> CW6 Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

**16. Milestone 16 – Configure Hardware**

- PARADIGM and CLIENT shall test and configure Hardware (such as printers, scales, etc.).

**17. Milestone 17 – Paradigm Distributed Messaging Configuration**

- PARADIGM shall successfully install and test Paradigm Distributed Messaging prior to on-site arrival.

**18. Milestone 18 – Ticket Setup and Review**

- CLIENT shall provide PARADIGM with desired ticket layouts.
- PARADIGM shall create desired ticket layouts.
- CLIENT shall confirm/approve ticket layouts.

**19. Milestone 19 – Email Configuration**

- CLIENT shall provide PARADIGM with Email credentials and mail relay information.
- PARADIGM shall configure Email within the Software.
- CLIENT shall test Email configuration.

**20. Milestone 20 – WeighPay Configuration**

- PARADIGM and CLIENT shall discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.

- Hardware – PARADIGM and CLIENT shall confirm any Hardware that is to be provided by bank/middleware and verify cabling requirements.
  - Terminals are network devices and CLIENT shall ensure site has enough ports on switch and wall jacks/cabling requirements, as necessary.
- PARADIGM shall document Middleware/Gateway, and Processor.
- CLIENT shall provide responses to the following questions (additional questions may be necessary):
  - Does CLIENT do pre-authorizations?
  - Does CLIENT use Store and Forward?
  - Does CLIENT require signatures?
  - Does CLIENT let operators perform voids/refunds?

#### **21. Milestone 21 – Custom Report Review**

- CLIENT shall provide reports that are to be created within *WeighStation*<sup>®</sup> CW6.
- PARADIGM shall determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost).
- PARADIGM and CLIENT will discuss any custom reports that are specified and agreed to in the Agreement.
- PARADIGM shall ensure canned crystal reports are copied over in the interim until latest reports are included with Software install.

#### **22. Milestone 22 – Ad-hoc Report Conversion/Creation**

- CLIENT shall provide reports that are to be created within *WeighStation*<sup>®</sup> CW6.
- PARADIGM shall train CLIENT on the creation of Ad-hoc Reports.

#### **23. Milestone 23 – Batch Report Creation**

- CLIENT shall provide PARADIGM reports that are to be included in Batch (Scheduled) Reports.

#### **24. Milestone 24 – AR and Aging/Posting**

- Posting to a third-party accounting package:
  - CLIENT shall provide export file requirements.
  - PARADIGM shall develop custom export to third-party accounting package per requirements.
- Posting to PARADIGM's AR and Aging:
  - CLIENT shall provide Invoice and Statement layouts.
  - CLIENT shall provide any reports (credit memo, debit memo, payment, aging, etc.).

## **25. Milestone 25 – Book Travel**

- PARADIGM'S Tech shall meet with Implementation Manager to verify and confirm substantial completion of required Milestones.
- PARADIGM shall complete a Transaction Scenario Document and review it thoroughly with CLIENT once a majority of the Milestones are fully completed.
- PARADIGM shall schedule and confirm on-site installation dates with CLIENT.
- PARADIGM shall book travel arrangements at minimum two (2) weeks prior to on-site visits.

## **26. Milestone 26 – Installation Work Plan**

- PARADIGM shall develop and present to CLIENT for CLIENT'S approval, an installation work plan detailing the specific schedule of the events that will occur while PARADIGM is on-site.

## **27. Milestone 27 – Database Maintenance Task**

- PARADIGM shall configure and setup the Universal Service and scheduling PDataTask6 to perform routinely scheduled maintenance and backups of the database.
- CLIENT's DBA shall schedule their own backups, PARADIGM shall work with DBA to ensure proper files are included.
- The *WeighStation*® CW6 system is an on-premises solution that offers a module for Web Reporting and Payments which is hosted by PARADIGM. Client will store the master database on-premises and is shared with the Web Reporting and Payments module. The County owns their data, and the master database is stored on County servers (whether physical or virtual). PARADIGM owns the Software and architecture.

## **28. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live**

- PARADIGM shall review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- PARADIGM shall perform file backup.
- Depending on the CLIENT's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
  - InsFunds tables
  - Z Out (Purge and Reload)
  - Trans table for the testing period
  - Hold Table (Hold.Trans)
  - Actg Batch table
  - A2\_Payment table
  - Offense Table (if using offenses)

- Purge History Schema (Use DBUpdate)
- Purge Audit Logs (Use DBUpdate)
- Reset Sequence Numbers
- To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that these steps will need to occur at each site/instance of the software/database.)

## **29. Milestone 29 – Go-Live**

- PARADIGM and CLIENT shall participate in this Milestone to cutover from the current solution to *WeighStation*<sup>®</sup> CW6.

## **30. Milestone 30 – Final Historical Transaction Data Conversion**

- PARADIGM shall reload most recent transactions up to Go-Live.
- PARADIGM shall convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

## **31. Milestone 31 – Post Installation Checklist**

- PARADIGM shall develop and review a Post Installation Checklist to ensure all items have been completed.
- PARADIGM shall provide the Final Installation Note document to the CLIENT to assist with understanding the transition from the Implementation Division to the Support and Services Division.

## **32. Milestone 32 – Knowledge Transfer from Implementation to Support and Services**

After a full billing has occurred, the PARADIGM'S Implementation Specialist shall present the details of the project to the CLIENT'S Support and Services Division. Specifically, PARADIGM shall:

- Present the installation to the Support and Services Division. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents.
- Ensure that all prerequisite Milestones are closed prior to requesting the transfer.

**33. Milestone 33 – Implementation Manager Post Go-Live Follow-Up**

- PARADIGM's Implementation Manager shall schedule a call with the CLIENT's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. PARADIGM shall ensure that its staff has met the expectations of the CLIENT and address any open items that either PARADIGM or CLIENT identify as needed to be addressed.

**34. Milestone 34 – Introduction to the Support and Services Manager**

- PARADIGM shall schedule call with Support and Services Manager, Lead Implementation Specialist and CLIENT's Primary Contact to introduce the Support and Services Manager and detail the support process to the CLIENT to ensure CLIENT is contacting support for support related issues going forward.

**35. Milestone 35 – Business Development Follow-Up**

- PARADIGM shall contact CLIENT's Primary Contact to perform a Quality Assurance assessment of the entire implementation process from start to finish.

## STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B TO ADDENDUM A  
Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price
5	EA	CW6 Program License (concurrent user)	\$525.00	\$2,625.00
7	LN	<i>WeighStation</i> <sup>®</sup> Program License - (Each scaled lane)	\$5,775.00	\$40,425.00
1	FF	Historical Data Conversion - (Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. Different data formats or layouts will incur an additional quote and must be approved prior to converting the different format(s) or layout(s).)	\$4,000.00	\$4,000.00
1	FF	AR and Aging Module	\$6,995.00	\$6,995.00
1	FF	Export to Third Party Accounting Package (GL only) - (Base amount for a single monthly GL only export to third party accounting. Changes to specifications or requirements may change this fee.)	\$2,200.00	\$2,200.00
1	FF	Web Reporting and Payment Module - (This is a PSLLC hosted solution. Hosting fees will be invoiced monthly based on prior months usage. Client must enter into an agreement with the Paradigm ACH and/or credit card provider. This module requires the Accounts Receivable and Aging Module.)	\$19,995.00	\$19,995.00
7	LN	Driver's License Scanning Module - (Each scaled lane)	\$1,050.00	\$7,350.00
1	FF	Paradigm Distributed Messaging (6-10 lanes)	\$5,250.00	\$5,250.00
1	FF	Offenses Module	\$2,625.00	\$2,625.00
1	FF	Insufficient Funds/Split Payments Module	\$1,575.00	\$1,575.00
1	FF	Alerts / Rules Module	\$2,625.00	\$2,625.00
1	FF	Software Discount	(\$4,200.00)	(\$4,200.00)
7	EA	Barcode Scanner - (Each scaled lane)	\$598.69	\$4,190.83
7	EA	Cash Drawer (USB) - (Each scaled lane)	\$434.20	\$3,039.40
80	HR	Remote Project Management – Implementation – During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$225.00	\$18,000.00

5	DY	On-Site Training - Implementation - (Trip One – One Specialist - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$3,072.00	\$15,360.00
5	DY	On-Site Install/Training – Implementation - (Trip Two - Three Specialists – Go-Live - During normal Paradigm business hours - hours exceeding 8 per day or after business hours work will be invoiced at time and a half / hour / specialist - Client will be invoiced for time used.)	\$9,216.00	\$46,080.00
12	MO	Web Hosting Fee - (Annually Paradigm will inform Client of any adjustment to Hosting Fee, separate from any Annual Standard Support adjustment, at least sixty (60) days prior to renewal.)	\$750.00	\$9,000.00
1	YR	Cloud Backup Service - (The Cloud Backup Service will include: Storing a backup of the database every night to the cloud. *Checking to ensure the latest zipped DB was uploaded to the Cloud *Confirming that zipped DB is being deleted after being uploaded to the Cloud *Verifying that scheduled Cloud Tasks are running without any issues Every Sunday the setup tasks will delete any backups over 15 days old. Base rate quoted. Rate is subject to change based on Client storage size, usage, etc.)	\$1,240.00	\$1,240.00
12	MO	WeighPay Service Fee - (Less than 10,000 transactions per month. Customer must enter into an agreement with Elavon, CardConnect, Axia, Point & Pay or Govolution to be used as a gateway and/or processor and provide terminals. All costs associated with Elavon, CardConnect, Axia, Point & Pay or Govolution are not included in PSLLC pricing unless specifically noted.)	\$675.00	\$8,100.00

**Licensing, Customization, and Implementation Total (not including the annual Web Hosting Fee (\$9,000), annual Cloud Backup Service (\$1,240) and annual WeighPay Service Fee (\$8,100) stated above):** **\$178,135.23\***

\*Exclusive of any applicable taxes.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C to ADDENDUM A

Licensing, Customization, and Implementation Payment Schedule

<b>Percentage Due:</b>	<b>Amount Due:</b>
100% - Hardware Due Upon Contract Acceptance Prior to Installation	\$7,230.23
40% - Due Upon Contract Execution	\$68,362.00
25% - Due Upon Receipt of Baseline Software	\$42,726.25
25% - Due Upon Go-Live	\$42,726.25
10% - Due 30 Days After Go-Live	<u>\$17,090.50</u>
<b>Total:</b>	<b><u>\$178,135.23*</u></b>

Annual Support Services Payment Schedule

<b>Percentage Due:</b>	<b>Amount Due:</b>
Year 1 – 100% - Due 90 Days After Go-Live and annually thereafter for Annual Standard Support Services	\$18,333.00
Year 1 – 100% - Due Upon Go-Live and annually thereafter for Web Hosting, Cloud Backup, and WeighPay Service	\$18,340.00
<p>On an annual basis for years 2 through 5 following Go-Live, annual service fees for Standard Support Services, Web Hosting, Cloud Backup, and WeighPay services shall be increased on a yearly basis by the CPI factor: CPI-U US, December of the previous year with a maximum annual increase of 5%.</p>	
<b>Total:</b>	<b><u>\$36,673.00</u></b>

\*Exclusive of any applicable taxes.

The maximum amount payable under this Contract for the five-year term is \$380,776.70. This maximum amount includes \$178,135.23 for licensing, customization and implementation, plus the annual fee based on the current configuration for five years of \$202,641.47 for Annual Support Services, Web Hosting, Cloud Backup and WeighPay Services.



## STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

### ADDENDUM B

#### Service Levels

#### 1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- “Business Day” shall refer to 7:00 a.m. to 7:00 p.m. (Eastern Time) (4:00 a.m. to 4:00 pm Pacific Time) Monday, Tuesday, Wednesday, Thursday, and Friday, except for statutory holidays
- “Custom Hardware” means all hardware assembled or manufactured to meet CLIENT specifications and supplied to the CLIENT by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- “Incident” means any CLIENT query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the CLIENT purchased or leased from PARADIGM.
- “Hardware” means all hardware supplied to the CLIENT by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- “Software” means all software supplied to the CLIENT by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- “Statutory Holidays” – the following days are the statutory holidays that PARADIGM's Offices are closed. If any changes, PARADIGM will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
  - New Year’s Day – January 1st if it falls on a weekday, else the Monday following
  - Good Friday – Friday before Easter Sunday
  - Memorial Day – The last Monday in May
  - Independence Day – July 4th if it falls on a weekday, else the Monday following
  - Labor Day – The first Monday in September
  - Thanksgiving – The fourth Thursday in November
  - Christmas Day – December 25th if it falls on a weekday, else the Monday following Christmas Day

#### 2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between PARADIGM and the CLIENT for Standard Support Services to be provided by PARADIGM to the CLIENT, thereby ensuring a timely and efficient resolution to any Incidents encountered by the CLIENT in the use of Software.

#### 3. Objectives of Service Level Requirements

The CLIENT and PARADIGM acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between PARADIGM and the CLIENT to ensure effective support for the CLIENT's end users.
- To document the responsibilities of the CLIENT and PARADIGM with respect to the Service Level Requirements.
- To ensure that the CLIENT achieves the provision of high quality of service for its end users with the full support of PARADIGM.
- To define the services to be provided by PARADIGM and the level of service, which can be expected by the CLIENT.
- To detail the information PARADIGM requires from the CLIENT in order for PARADIGM to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

#### 4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the CLIENT and PARADIGM to communicate credible and reliable information.

First, the CLIENT and PARADIGM acknowledge and agree that it is important that there be a clear chain of communication between PARADIGM and the CLIENT.

Second, the CLIENT and PARADIGM acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to PARADIGM; in some instances, CLIENTs/Partners may support Types 1-4 in part or in whole.

Standard Support Services are provided for a fixed annual cost.

During the provision of Standard Support Services, PARADIGM shall comply with the CLIENT's protocols for remote access and software change control.

- 4.1 Type 1 – Help Desk and Basic Configuration Support
  - Respond to phone / mail / electronic communications
  - Provide end users with how-to guidance
  - Provide Administrative users with help on basic configuration
  - Account setup configuration for Haulers and Jobs
  - Inform CLIENT of closure of Type 1 ticket
  - Escalation / dispatch to Type 2 or Type 3
- 4.2 Type 2 – Hardware Support
  - Initial Hardware configuration
  - Initial Server Environment set-up
  - Diagnostic assistance
  - Troubleshooting devices and network

- Repair and supply of custom hardware (provided by PARADIGM per manufacturer's warranty)
  - Inform CLIENT of closure of Type 2 ticket
  - Escalation / dispatch to Type 2 or Type 3
- 4.3 Type 3 – Advanced Support
- Advanced configuration settings
  - Diagnostics of Incidents
  - Problem replication
  - Third-Party software integrations (provided by PARADIGM)
  - Inform CLIENT of closure of Type 3 ticket
  - Escalation / dispatch to Type 5
- 4.4 Type 4 – Updates and Installations
- Provide Updates to CLIENT for installation in Test Environment
  - Provide Updates to CLIENT for installation in Production Environment
- 4.5 Type 5 – Product Development
- New features within Version or fixes requiring code changes
  - Interfaces to other systems
  - Customizations
- 4.6 Type 6 – Review and Refresh (Billable)
- Multi-day session on topics to be agreed with CLIENT; may be on-site or remote
  - Review application configuration and hardware deployment
  - Demonstration of new features or options
  - Deliver training sessions as requested by CLIENT
  - Advise on Best Practices

## **5. Service Level Requirements**

### **5.1 Incident Severity Ranking**

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CLIENT and PARADIGM under one of the following three classifications and according to their “severity ranking” impact on core areas of the Software function listed in the table below:

- (1) Displaying information to Operators
- (2) Capturing information from site peripherals
- (3) Acquiring / Storing information from the Software

<b>Severity Ranking</b>	<b>Identification</b>	<b>Description</b>
<b>1</b>	<b>Emergency</b>	<b>Complete stop or major breach of the Software or Hardware ceases CLIENT operations for one or more users at a critical period.</b> (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
<b>2</b>	<b>High</b>	<b>Major problem that disrupts operations during working hours. A work around may be available to assist the CLIENT until the problem is resolved.</b> Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of “Emergency”. (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
<b>3</b>	<b>Medium</b>	<b>Problem that impacts operations and requires resolution and has an acceptable workaround for the short term.</b> (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
<b>4</b>	<b>Low</b>	<b>Minor problem or request for information from users.</b> (Example: Configuration settings, requests for information purposes only, etc.).
<b>5</b>	<b>Wish List</b>	Suggestions for improvement, ideas or input from CLIENTS that would be considered for future updates or upgrades to the application.

5.2 Response and Resolution Times

<b>Severity Ranking</b>	<b>Response time</b>	<b>Corrective Plan</b>	<b>Required Outcome</b>
<b>1 Emergency</b>	Respond immediately to the CLIENT or contact in the immediate hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours
<b>2 High</b>	Respond immediately to the CLIENT or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and CLIENT representative
<b>3 Medium</b>	Respond immediately to the CLIENT or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and CLIENT representative
<b>4 Low</b>	Respond immediately to the CLIENT or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and CLIENT representative

5.3 Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B or would have a noticeable and negative effect on the CLIENT’s operations, the CLIENT can escalate and address the problematic situation with the management team of PARADIGM to agree on a plan of corrective actions. As part of PARADIGM’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be

escalated by PARADIGM to the designated PARADIGM and CLIENT management contacts.

<b>Response Time Exceeded</b>	CLIENT will contact Support and Services Manager to expedite response
<b>Corrective Plan Time Exceeded</b>	CLIENT will request Support and Services Manager to support problem diagnosis

**6. PARADIGM Support and Services Hours of Service**

**Emergency Severity Incidents**

PARADIGM shall provide telephone coverage 24x7x365 for Incidents with critical impact on operations, i.e. those with “Emergency” severity ranking as defined by the table in Section 5.1 of the Addendum B, with response time for Emergency Incidents within one hour.

Other Incidents are worked per the following rules:

- Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 7:00 p.m. (Eastern Time)
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- Regular Business Days – Outside Office Hours – Monday to Friday 7:00 p.m. to 7:00 a.m. (Eastern Time)
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- Weekends – Friday to Monday 7:00 p.m. to 7:00 a.m. (Eastern Time)
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- Statutory Holidays – From 7:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

**7. PARADIGM Primary Reporting Responsibilities**

PARADIGM shall review, on an annual basis, its performance of the Support and Services Division in the delivery of services and to implement the necessary measures in the event where improvements are needed.

PARADIGM and CLIENT shall develop mutually agreed upon key performance indicators (KPIs) in the review process. At a minimum, these KPIs must include:

- A list of all Incidents logged with PARADIGM in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

#### **8. CLIENT Primary Reporting Responsibilities**

CLIENT shall provide a prime and secondary contact(s) through which all reported problems encountered by the CLIENT will be funneled for subsequent notification to PARADIGM. These individuals must have a working knowledge of the Software and Hardware and are responsible for managing user access, and for recording and reporting of problems.

The CLIENT shall record in writing all Incident referrals and resolution of all Incidents encountered by end users throughout the CLIENT's operation. The CLIENT shall refer all problems to PARADIGM in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on CLIENT Operations:
- Other pertinent information (as appropriate):
- The CLIENT will supply PARADIGM with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that PARADIGM can investigate reported problems.
- To maintain ongoing Standard Support Services, the CLIENT is responsible to ensure all Support payments to PARADIGM are current.

#### **9. Complaints**

All complaints relating to the operation of the support service by either party shall be forwarded in writing and distributed concurrently to the PARADIGM and CLIENT signatories of this Agreement. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the CLIENT and PARADIGM.

## **10. Other Service Level Requirements Exclusions**

Services provided do not include support for system environment changes necessitated by the CLIENT or outside of the control of PARADIGM. Examples of exclusions include, but are not limited to:

- CLIENT infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)