

Master Software as a Service Agreement

This Master Software as a Service Agreement (this “**Agreement**”), effective on the date of the last Party signature below (“**Effective Date**”), is between Zasio Enterprises, Inc., with its principal offices at 401 W. Front St., Suite 305, Boise, Idaho 83702 (“**Zasio**”), and Laramie County, Wyoming with its principal offices at 309 W. 20th St. Cheyenne, WY 82001-3601 (“**Customer**”) (individually, a “**Party**” and collectively, the “**Parties**”). This Agreement establishes the terms for Zasio’s provision of Zasio Services (defined below) to Customer, and Customer’s access and use of these Zasio Services, pursuant to Order Forms entered into under this Agreement from time-to-time.

1. DEFINITIONS

These capitalized terms when used in this Agreement have the following meanings:

“**Add-on**” means any ancillary features and functionality, including any scripts, being provided to Customer to support one or more corresponding Modules (such as the Versatile Notification System or Versatile Import Utility Add-ons).

“**Affiliate**” means a legal entity which directly or indirectly controls, is controlled by, or shares common control with, a Party. Any legal entity will be considered an Affiliate for only as long as that interest is maintained. A legal entity controls another legal entity if it holds more than 50 percent of the other entity’s shares or voting rights. This Agreement may be used by any Customer Affiliate. A Customer Affiliate entering into an Order Form using this Agreement will create a separate agreement between the Affiliate and Zasio and the term Customer in this Agreement will mean that Affiliate. Neither Customer nor any Customer Affiliate has any rights under each other’s separate agreements with Zasio, and breach or termination of any such separate agreement affects only that agreement.

“**Change**” means any change to Zasio Services that would materially alter the scope, parameters, or schedule for delivery of Zasio Services.

“**Confidential Information**” means any information or materials the disclosing Party protects against unrestricted disclosure to others that the disclosing Party or its representatives designates as confidential, internal, or proprietary at the time of disclosure, or which should reasonably be understood by the receiving Party as confidential at the time of disclosure. Confidential Information includes Customer Data, a disclosing Party’s trade secrets and proprietary information, the terms of this Agreement, the Hosted Services, Zasio Materials, pricing information for Zasio Services, and each Party’s technology, designs, business processes, and related information.

Confidential Information does not include information that (i) is known publicly at the time of disclosure (ii) becomes publicly known after disclosure through no fault of the receiving Party; (iii) is known at the time of disclosure to the receiving Party without confidentiality restrictions; (iv) the receiving Party independently develops without reference to the disclosing Party’s Confidential Information; (v) the receiving Party has acquired lawfully and free of confidentiality restrictions from a third party with the right to furnish the information; or (vi) the disclosing Party agrees in writing is free of confidentiality restrictions.

“**Customer Data**” means any data or information that: (i) is submitted by or on behalf of Customer to Zasio (a) by uploading or storing it in the Hosted Services, or (b) to facilitate Zasio’s provision of Zasio Services; or (ii) Customer derives from its use of the Hosted Services. Customer Data does not include Zasio’s Confidential Information, Zasio Materials, Usage Data, or any Feedback.

“**Customer Systems**” means Customer’s information technology infrastructure (such as its computers, software, hardware, databases, applications, and electronic and database management systems and networks), whether operated directly by Customer or through its third-party service providers and sub-processors.

“**Documentation**” means Zasio’s user and technical documents Zasio makes available to Customer under this Agreement, and which describe the Hosted Services’ functionality, components, features, configuration, use, support, maintenance, and requirements.

“**Emergency Downtime**” means any period during which the Hosted Services are down resulting from emergency or critical maintenance required to maintain the security or performance of the Hosted Services or Hosting Facility’s

network or infrastructure. Zasio will use best efforts to provide advance notice of Emergency Downtime but cannot guarantee advance notice.

“Feedback” refers to any idea for improving or otherwise modifying any Zasio Services, Zasio’s technology, or Zasio’s business practices.

“Hardware” means any scanner or other physical equipment identified in an Order Form for Customer’s use with Hosted Services. Hardware is sold by Zasio as a courtesy and “as is.” Hardware may come with a manufacturer’s warranty and Customer may purchase an extended manufacturer’s warranty, which will be identified in the corresponding Order Form.

“Hosting Facility” means the cloud vendor (including its applicable data center[s]) Zasio has selected to provide network and computing infrastructure through which the Hosted Services and related Customer Data storage are provided.

“Hosted Services” collectively means the Modules, Purchased Plans, and Add-ons identified in an Order Form Zasio provides to Customer (i) as a hosted application; and (ii) on a subscription basis. Hosted Services include related Documentation and Updates, and any modifications, including scripts, developed for or provided to Customer as a result of Professional Services. Any additional terms applicable to subsequent Hosted Services subscriptions purchased under this Agreement will be identified in the applicable Order Form.

“Information Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Customer Data on systems managed or otherwise controlled by Zasio.

“Internal Business Use” means Customer’s access and use of Zasio Services for Customer’s or an Affiliate’s internal business operations. Internal Business Use does not include Customer’s access and use of Zasio Services to provide services to any third party or in a manner competitive to Zasio.

“Order Form” means (i) the Pricing Table, (ii) any mutually executed ordering agreement that reference this Agreement (such as a statement of work), (iii) any Renewal Document accepted pursuant to Section 7.2 of this Agreement; or (iv) a Zasio quote for Professional Services accepted by Customer through either Customer’s signature or the issuance of a purchase order or similar document to purchase the Professional Services. Upon acceptance pursuant to this Agreement, an Order Form will become part of this Agreement. An Order Form may be terminated independent of this Agreement pursuant to the termination provisions of this Agreement. An Order Form does not include any preprinted terms on a Customer purchase order or similar document inconsistent with or additional to the terms of this Agreement.

“Personal Data” means all Customer Data relating to an identified or identifiable natural person; or, where subject to applicable data protection law, Customer Data constituting “personally identifiable information,” “personal information,” “personal data,” or any similar term, as defined under the applicable data protection law.

“Pricing Table” means the document forming part of this Agreement as **Exhibit I**. The Pricing Table establishes the details and pricing information for the Zasio Services Customer is initially purchasing under this Agreement.

“Professional Services” means optional implementation, on-site or remote training, configuration, customizations, integrations, data migration, and similar services provided by Zasio that relate to the Hosted Services. Any Professional Services will be reflected in the applicable Order Form. Unless expressly stated otherwise in the applicable Order Form, Professional Services may be invoiced at their then current rate if delivery has not been requested by Customer within 1 year of the Order Form’s effective date.

“Prohibited Data” means sensitive personal information, sensitive personal data, special category data, or like terms defined under applicable data privacy laws. Prohibited Data includes any government-issued identification number; personal health information; account passwords or security information; financial account information; payment information, individual credit or income information, or data or information imposing specific data security or data protection obligations on Zasio in addition to or different from those obligations specified in this Agreement.

“Purchased Plan” means the category of access for each Module (such as the number of authorized users or jurisdictional scope of citations).

“Scheduled Downtime” for the Hosted Services includes the periods during which the Hosted Services will not be available due to the following work being performed by Zasio or the Hosting Facility: (a) modification or repairs to shared infrastructure, such as core routing or switching infrastructure that occurs during off peak hours (where possible) in the time zone where the Hosting Facility’s data center is located; or (b) maintenance of a custom configuration Customer requests and Zasio has scheduled in advance (either on a case-by-case basis or based on standing instructions).

“Service Level Guarantee” means Exhibit 3, which forms part of this Agreement and establishes Zasio’s guarantee to Customer concerning Hosted Services’ availability.

“Subscription Term” means Customer’s prepaid initial and any renewal subscription period for Customer’s access and use of the corresponding Hosted Services. Each prepaid subscription period will be one year unless the Parties agree to a different period in an Order Form, but in all cases will end on the date the applicable Hosted Services are canceled, the applicable Hosted Services subscription ends, or this Agreement or any corresponding Order Form is terminated pursuant to the terms of this Agreement.

“Support Services” means Zasio’s standard services to maintain and support the Hosted Services, including the provision of Updates, provided as part of Customer’s Hosted Services subscription. Support Services are described in more detail in Zasio’s Support Services Terms, which form part of this Agreement as Exhibit 2.

“Taxes” means all transactional taxes, levies, fees, surcharges, and similar governmental assessments (and any related interest and penalties), such as federal, state, or local sales tax, value added tax, and goods and service taxes. Taxes do not include governmental assessments based on Zasio’s income, employees, property, or gross receipts.

“Updates” means modifications, additions, or adjustments to any specific solution forming part of the Hosted Services, and which Zasio has developed to (i) correct bugs, deficiencies, or errors; (ii) conform to regulatory or industry requirements; or (iii) incorporate improvements in operability. An Update does not include a new or separate product or service, provided under different terms, consisting of substantially different architectural features and functionality (even if such a product or service shares common functionality with its predecessor).

“Usage Data” means data and information relating to or derived from Hosted Services operation, use, performance, and availability, including patterns identified using Hosted Services and log data.

“User” means an employee, independent contractor, or other agent of Customer or a Customer Affiliate that Customer has authorized to access and use the Hosted Services on its behalf in support of Customer’s Business Operations.

“Module” means each major bundle of related Hosted Services features and functionality Zasio provides to Customer, such as retention schedule management or physical records management.

“Zasio Materials” means anything created, provided, or made available by Zasio to perform this Agreement, including any writings, works of art, ideas, citation texts and details, database scripts, trace documents, processes, inventions, designs, trademarks, trade names, or trade dress (whether written, graphic, as electronic media, or tangible or intangible). Zasio Materials also means any process, method, design, or improvement (i) to the software forming part of the Hosted Services as a hosted solution; or (ii) arising from Zasio’s performing Support, Consulting, or Professional Services. Zasio Materials remain such whether or not protectable by patent, trademark, copyright, or trade secret. Zasio Materials do not include Customer Data, or any reports or deliverables provided or made available to Customer through Customer’s use of Hosted Services.

“Zasio Services” means the Hosted Services, Support Services, and any Professional Services identified in an Order Form.

2. HOSTED SERVICES

- 2.1 Provision of Hosted Services.** During the Subscription Term, Zasio grants Customer a limited, non-exclusive, non-transferable (except in accordance with Section 14.1 (Assignment)), non-sublicensable, royalty-free right to access and use the Hosted Services in scope for the Purchased Plan, as well as any related Zasio Materials disclosed to Customer, in accordance with this Agreement and solely for Customer's Internal Business Use. Customer may access and use Hosted Services and any Zasio Materials worldwide, subject to any restrictions under Sections 14.4 (Export Control Obligations), Section 3 (Customer Obligations and Restrictions), and Zasio's termination for cause rights in Section 8.3.
- 2.2 Competitive Users.** Customer shall ensure all Users are bound by confidentiality terms at least as protective as the confidentiality terms in this Agreement.
- 2.3 Customer Access and Use.** Customer's Hosted Services access will cease upon this Agreement's or an applicable Order Form's termination, the termination or non-renewal of a corresponding Subscription Term, or the suspension or termination of Customer's access in accordance with this Agreement.
- 2.4 Support Services.** During the Subscription Term, Zasio shall provide Customer with Support Services in accordance with the Support Services Terms.
- 2.5 Mobile Applications.** Zasio may make available to Customer a mobile application to download and use in connection with certain Hosted Services. The use of any mobile application provided by Zasio will be governed by any terms and conditions presented upon downloading or otherwise receiving access to the mobile application.
- 2.6 Access Date.** Within 3 business days of Customer's acceptance of a subscription for Hosted Services, Zasio will coordinate with Customer the date from which Customer will have access to the Hosted Services (the "Access Date"). The Access Date will mark the first day of Customer's Subscription Term for the corresponding Hosted Services.
- 2.7 Hosted Database.** Customer is limited to one database instance per Hosted Services subscription unless the Parties expressly agree otherwise in writing.

2.8 Hosted Service and System Control.

- 2.8.1 Zasio's Responsibilities.** Zasio has sole control over the operation, provision, maintenance, and management of the Hosted Services, including the:

- a. systems and applications used to host the Hosted Services;
- b. selection, deployment, modification, and replacement of the Hosted Services; and
- c. maintenance, upgrades, Updates, corrections, and repairs to the Hosted Services.

- 2.8.2 Modifications.** Zasio may make changes to the Hosted Services (including maintenance and upgrade windows) to maintain or enhance Hosted Services (i) quality; (ii) delivery; (iii) market strength; (iv) cost efficiency; or (v) performance.

This may include replacing functionality with a functional equivalent or removing functionality that does not materially degrade core functionality. If a change materially degrades overall functionality, Customer may terminate its subscription to the corresponding Hosted Services by providing written notice within 45 days. Zasio will provide reasonable notice before any functionality change.

- 2.8.3 Suspension of Hosted Services.** Zasio may suspend or limit Customer's Hosted Services access without liability if Customer uses the Hosted Services:

- a. beyond the scope of Customer's rights under this Agreement; or
- b. in a manner Zasio reasonably believes poses an immediate threat to the availability or security of the hosted systems or Hosting Facility (such as by introducing a virus to the hosted system).

Zasio will promptly notify Customer of any suspension or limitation, and will limit the time and scope as reasonably appropriate.

- 2.8.4 Hosted Services Disclaimer.** Zasio does not promise the Hosted Services will be uninterrupted, error free, or completely secure. Customer acknowledges and agrees there are risks inherent in internet connectivity or outside Zasio's control that could result in the loss of, or damage to, privacy, Customer Data, Confidential Information, or property in connection with Customer's access and use of Hosted Services.
- 2.8.5 Hosting Facility Disclaimer.** Zasio has selected a Hosting Facility in the United States compatible with the Hosted Services, but may transition to another Hosting Facility in the United States. Customer Data in Zasio's internal systems and servers will also be stored in the United States. During a Subscription Term, Zasio will provide at least 30 days' advance notice of any Hosting Facility change. Any new Hosting Facility will not result in material degradation to the protections and security required under this Agreement. Zasio will not engage any Hosting Facility without including contractual terms that are at least as protective as this Agreement.
- 2.8.6 Use of Other Technologies Disclaimer.** Zasio Services may operate with products, applications, and services provided by Customer or a third-party ("Other Technologies"), including through application programming interfaces (APIs). Between the Parties, Customer is solely responsible for its access and use of Other Technologies and Zasio is not responsible or liable for Customer's access and use of Other Technologies, including by transmitting data through, or changing the interface of, Other Technologies that impact their ability to interoperate with Hosted Services.
- 2.9 Usage Data.** Zasio may collect, process, and disclose Usage Data (i) to monitor and protect the security of the hosted system; and (ii) so that it may operate, improve, and support the Hosted Services. Should Zasio disclose any Usage Data to a third party, it will be aggregated and anonymized to avoid identifying Customer or any User.
- 2.10 Usage Limit.** Customer's data storage limit is 20 GB across all Hosted Services unless an Order Form provides for greater storage. Customer's storage limit does not include backups, operating systems, and software required to run the hosted system. If Customer exceeds a contractual usage limit, additional data fees may apply; Zasio will work in good faith with Customer, however, to reduce Customer's usage to below the limit, if Customer desires, before applying any additional fees.
- 2.11 Change Control Procedures.** The Party requesting a Change must give written notice to the other Party's designated individual. The request must detail the Change and the reasons for it. The Parties shall negotiate in good faith any Change, including any related revised fees. Prior to implementing a Change, the Parties shall execute a change order detailing the Change and any modified terms.
- 2.12 On-Premises Software.** Certain Hosted Services configurations may require installation of On-Premises Software on Customer's systems ("On Premises Software" means those programs and applications in object code form identified in an Order Form, and which are licensed to Customer for installation on Customer Systems for the duration of any corresponding Support Services term). Any applicable On-Premises Software will be further described in the appropriate Order Form. Upon executing an applicable Order Form, Zasio grants Customer a limited, non-exclusive, non-transferable (except in accordance with Sections 14.1 (Assignment)), non-sublicensable license to install and use the On-Premises Software for Customer's Internal Business Use in conjunction with the corresponding Hosted Services. When On-Premises Software is licensed to Customer, and subject to this Section 2.12, the term Hosted Services shall

include any corresponding On-Premises Software; however, additional fees may be identified in the Order Form for the licensing of On-Premises Software as well as any related subscription to Support Services.

- 2.13 Open-Source Software.** The Hosted Services and On-Premises Software may contain or be distributed with open-source software code, components, or libraries covered by open source software licensing terms ("**Open-Source Components**"). Generally, a list of applicable Open-Source Components, along with related information such as copyright notices and licensing terms, will be made available through Zasio's customer support portal. If the portal does not contain this information, Zasio will provide it upon Customer's written request. If an Open-Source Component license prohibits any restriction in this Agreement with respect to the Open-Source Component, such restrictions will not apply to the Open-Source Component. If an Open Source Component license requires Zasio to provide or make an offer to provide source code or other related information with respect to that Open Source Component, that offer is hereby made. Any request for source code or related information should be made to: legal@zasio.com.

3. CUSTOMER OBLIGATIONS AND RESTRICTIONS

- 3.1 Prohibited Conduct.** Customer shall not, and shall not permit its Users or any other party to:

- a. copy, modify, reverse engineer, decompile, disassemble, seek or obtain the source code, or create derivative works or improvements of any Hosted Services;
- b. transmit or store in the Hosted Services any Prohibited Data. To the extent Customer uses Hosted Services for the transmission or storage of Prohibited Data, Customer does so entirely at its own risk and liability;
- c. make any Zasio Services available to any other party (such as by renting, leasing, lending, selling, licensing, sublicensing, assigning, distributing, publishing, transferring, or otherwise) unless expressly authorized elsewhere in this Agreement (such as pursuant to Sections 14.1 (Assignment) or 3.2.1 (Users));
- d. access or use the Hosted Services or any Zasio Materials to build a competitive product or service or to copy any ideas, features, functions, or graphics of the Hosted Services;
- e. access or use the Hosted Services to engage in or promote illegal, abusive, exploitative, malicious, or repugnant behavior;
- f. access or use the Hosted Services for the purpose of interfering with the shared system's operations or resources;
- g. circumvent any Hosted Services access restrictions; or
- h. use any Zasio Services in violation of this Agreement.

Customer is responsible for all activities conducted by or through it with respect to the Hosted Services or any Zasio Materials.

3.2 Customer Responsibilities

- 3.2.1 Users.** Customer may designate Users and permit Users to access and use Hosted Services in accordance with this Agreement. Access credentials for the Hosted Services may not be accessed or used by more than one individual, but may be transferred from one individual to another if the original User is no longer permitted by Customer to access or use the Hosted Services.
- 3.2.2 Responsibilities.** Except for Zasio's responsibilities described in Sections 5 (Confidential Information) and 4 (Data Security and Processing) of this Agreement, Customer has sole responsibility for:

- a. the accuracy, quality, and legality of Customer Data;
 - b. the security and confidentiality of its account information; and
 - c. preventing unauthorized access or use of its Hosted Services subscription, and promptly notifying Zasio of any such unauthorized access or use.
- 3.2.3 Customer Systems.** Customer retains control over the operation, maintenance, management, security, and use of Customer Systems used to access the Hosted Services.
- 3.2.4 Harmful Code.** Customer shall not introduce or transmit through the Hosted Services any virus, worm, or other harmful code.
- 3.2.5 Cooperation.** Upon Zasio's reasonable request, Customer must reasonably assist Zasio to enable Zasio to perform its obligations under this Agreement. Zasio is not responsible for any delay or failure of its performance caused by Customer's failure to promptly perform Customer's obligations under this Agreement.
- 3.2.6 Shared Responsibility.** Customer will maintain industry standard security in connection with its use of Hosted Services, including establishing adequate administrative, physical, and technical security and environmental controls with respect to all Users and devices accessing Hosted Services. Zasio is not responsible or liable for any damages or liabilities of Customer resulting from Customer's failure to implement, maintain, or follow these controls.
- 3.2.7 Legal Compliance.** Customer must comply with all applicable laws and regulations in connection with its access and use of the Hosted Services, collection and other processing of Customer Data, and performance under this Agreement. Customer acknowledges and agrees that Zasio has no control over the Customer Data transmitted by or on behalf of Customer through Hosted Services and no obligation to independently verify or examine the accuracy, quality, and legality of Customer Data.
- 3.2.8 Proprietary Notices.** Customer shall not remove, alter, or obscure any of Zasio's copyright, trademark, trade name, or other property right notices from any Zasio Services, including Zasio Materials.

4. DATA SECURITY AND PROCESSING

- 4.1 Zasio's Security Program.** Zasio will maintain appropriate administrative, physical, and technical safeguards designed to protect Customer Data security, integrity, and confidentiality, including measures designed to prevent the unauthorized access, use, modification, or disclosure of Customer Data. Zasio's current information security program applicable to the Hosted Services is described in the Technical and Organizational Measures, which form part of this Agreement as **Exhibit 4**. Zasio will operate in conformance with these Technical and Organizational Measures, as well as the measures and protocols regarding data security for the Hosted Services as set forth in Zasio's most current SOC 2, Type 2 (or equivalent) report, which Zasio will make available to Customer upon request. The Technical and Organizational Measures are subject to technical progress and development, and Zasio may modify them from time to time provided doing so does not materially degrade the Hosted Services' overall security. Any material updates to Zasio's Technical and Organizational Measures will be communicated to Customer through (i) email; or (ii) Zasio's Customer Service Portal. Zasio's Technical and Organizational Measures, in conjunction with Zasio's security commitments elsewhere in this Agreement, are Zasio's only responsibility with respect to Customer Data. Customer is responsible for making an independent determination of whether the Technical and Organizational Measures (i) are appropriate to Customer Data and Zasio Services; and (ii) meet Customer's requirements and security obligations.
- 4.2 Customer Personal Data.** The only kind of Personal Data Zasio may require to provide Zasio Services under this Agreement is Personal Data (i) of Customer Personnel commonly known as business contact information (such as name, job title, employer, business email address, business telephone number, and the

like); and (ii) consisting of limited bank and payment card details related to payment under this Agreement. Customer shall use commercially reasonable efforts to minimize any transfer of Personal Data to Zasio to that appropriate to the Zasio Services Customer purchases under this Agreement. Customer has sole responsibility to notify Zasio if Customer believes Customer Data under the Agreement becomes subject to any privacy, security, or other legal requirements not incorporated into this Agreement. If this happens, the Parties shall work in good faith to include the additional requirements in an amendment.

- 4.3 Limited Use of Personal Data.** For purposes of the California Consumer Privacy Act ("CCPA"), Zasio is a service provider and Customer is a business and Zasio shall comply with all obligations applicable to a service provider, including those related to Personal Data privacy and security. Zasio shall not sell or share Personal Data (as those terms are defined under the CCPA, regardless of the CCPA's application). Zasio also shall not retain, use, or disclose Personal Data outside of the direct business relationship between Zasio and Customer or for a commercial purpose (as that term is defined in the CCPA). Zasio's access to any Personal Data is not part of the consideration exchanged in respect of this Agreement.
- 4.4 Legal Rights to Personal Data.** If anyone contacts Zasio to exercise a legal right with respect to Personal Data, Zasio shall promptly forward the request to Customer and shall not respond except to inform the individual of this. Zasio shall promptly and reasonably assist Customer to fulfil any individual request to exercise their rights under applicable data privacy law, including a request to access, delete, opt-out, or receive information about the processing of Personal Data pertaining to them. Customer has sole responsibility to notify Zasio if Customer believes Personal Data provided to Zasio under this Agreement becomes subject to any privacy or security requirements from jurisdictions not incorporated into this Agreement. If this happens, the Parties shall work in good faith to include the additional requirements in an amendment.
- 4.5 Customer Data Entry.** Unless Zasio expressly agrees to enter Customer Data into the Hosted Services as part of providing Professional Services, data entry is Customer's responsibility. In either event, between the Parties, Customer remains the exclusive owner of all rights in Customer Data. Customer grants Zasio a non-exclusive, limited right to process and use Customer Data to provide Zasio Services in accordance with this Agreement.
- 4.6 Penetration Tests.** Customer shall not conduct or authorize any security or vulnerability testing of the Hosted Services or any of Zasio's systems without Zasio's express written approval. This includes (i) probing, scanning, penetrating, or testing a Hosted Services' or a related system's or network's vulnerability; or (ii) breaching any security measures, whether by passive or intrusive techniques.
- 4.7 Retention and Destruction.** In addition to Zasio's express and limited rights to retain Customer Data under this Agreement, Zasio may retain Customer Data to comply with applicable laws and Zasio's backup and recovery process. Zasio's retention and use of Customer Data must be in accordance with this Agreement's confidentiality requirements.
- 4.8 Backups.** For each Customer database and dedicated server in the Hosting Facility, Zasio performs: (i) an automatic, daily, point-in-time-restore (hot) backup, which is retained for two weeks; and (ii) a monthly backup, which is retained for three months. Zasio Services, however, do not replace Customer's need to maintain regular backups, redundant data archives, or exports of up-to-date hosted Customer Data. The Service Level Guarantee (including the Recovery Point Objective) is Customer's sole and exclusive remedy and Zasio's entire liability for any loss, alteration, destruction, damage, corruption, or recovery of Customer Data within the Hosted Services database resulting from a server or database failure.
- 4.9 Return of Hosted Customer Data.**
- 4.9.1** At any time during a Subscription Term, Customer may use the Hosted Services' built-in reporting and exporting functions to export Customer's previously uploaded Customer Data (the "Customer Database").

- 4.9.2 If Customer requires additional time to retrieve its Customer Database, Customer may submit a written request received no later than 30 days from the end of the applicable Subscription Term. Upon receipt, Zasio, without additional charge, will preserve Customer's ability to export its Customer Database for an additional 30 days past the end of the applicable Subscription Term (a "Transition Period").
- 4.9.3 Upon Customer's written request received before the end of a Subscription Term, or where applicable, a Transition Period, and for an additional reasonable fee, Zasio will also provide Customer with the following Professional Services: (i) an export of its Customer Database in flat file format via secure file transfer method; (ii) reasonable technical assistance exporting its Customer Database; (iii) reasonable technical assistance to help Customer understand its Customer Database; or (iv) some or all of these ("Transition Assistance").
- 4.9.4 At the end of a Subscription Term or Transition Period, Zasio shall have no other obligations to maintain or provide a Customer Database or provide Transition Assistance, and unless legally prohibited, shall thereafter delete the Customer Database.
- 4.9.5 Zasio is not required to remove Usage Data from Zasio's log systems, or copies of Customer Data from Zasio's backups, prior to the time these are scheduled for deletion under Zasio's log data and backup and recovery policies. Zasio is also not obligated to delete any information or records related to Customer account management prior to deletion in the normal course under Zasio's records retention schedule.

4.10 Incident Notification.

- 4.10.1 Upon becoming aware of any Information Security Incident, Zasio will notify Customer without undue delay and in accordance with applicable law. Zasio will promptly investigate the cause of the Information Security Incident, seek to mitigate its consequences, and seek to prevent a recurrence. As information becomes available, Zasio will promptly inform Customer of (i) the nature and reasonably anticipated consequences of the Information Security Incident; (ii) Zasio's mitigation measures and efforts to prevent a recurrence; (iii) where possible, information about the types of Customer Data that were the subject of the Information Security Incident; and (iv) any other information required by applicable law. Zasio's obligations under this Section 4.10 are not an acknowledgment by Zasio of any fault or liability in connection with the Information Security Incident.
- 4.10.2 **Customer Notifications.** Upon request, Zasio shall assist Customer with its notification obligations for Personal Data under applicable data protection law by providing Customer with any information and documentation beyond the information Zasio provides pursuant to Section 4.10.1 above that Zasio is reasonably able to disclose, and is relevant to an Information Security Incident regarding Customer Data. Zasio's assistance will be at Customer's expense, except where the Information Security Incident is caused by Zasio's breach of its security obligations under the Agreement. The Parties will coordinate in good faith any public statement referencing Customer or Customer Data, or required notices to Data Subjects, unless applicable data protection law requires otherwise.

5. CONFIDENTIAL INFORMATION

- 5.1 **Confidential Information Use and Disclosure.** The receiving Party shall maintain the disclosing Party's Confidential Information in strict confidence. The receiving Party shall not: (a) use the disclosing Party's Confidential Information except where required to exercise the receiving Party's rights or perform its obligations under this Agreement; or (b) disclose the disclosing Party's Confidential Information to any third party, except to the receiving Party's employees, sub-processors and service providers, agents, or representatives who (i) are subject to confidentiality obligations at least as strict as this Agreement's, and (ii) have a need to know to carry out this Agreement.

- 5.2 Degree of Care.** To protect disclosing Party Confidential Information, the receiving Party shall use at least the same degree of care it uses to protect its own, similar Confidential Information; however, this must not be less than a reasonable degree of care. Zasio will protect Customer's Confidential Information in accordance with the privacy and security practices required under Section 4.1 (Zasio Security Program) of this Agreement, and Customer acknowledges these requirements are reasonable and appropriate given the nature of Confidential Information might be provided to Zasio under this Agreement.
- 5.3 Compelled Disclosure.** The receiving Party may disclose disclosing Party Confidential Information to the extent required by law or order of a court or other government authority; however, and at the disclosing Party's cost, the receiving Party must promptly, and prior to any disclosure, notify the disclosing Party of any request or demand for the disclosing Party's Confidential Information (unless prohibited by law), and at the disclosing Party's expense provide reasonable assistance to contest the disclosure. The receiving Party shall use reasonable efforts to disclose only those portions of Confidential Information legally requested and required to be disclosed. Data obtained through this Agreement is subject both to Wyo. Stat. § 34-1-142 et. seq. and subject to the Wyoming Public Records Act, Wyo. Stat. §§ 16-4-201 et. seq. The Parties agree that no shared information will be sold, given or loaned to any person or entity not a Party to this Agreement without the express written consent of the owner of the information and in accordance with these statutes.
- 5.4 Confidential Information Destruction and Return.** At the disclosing Party's request, the receiving Party shall promptly destroy or return the disclosing Party's Confidential Information (including copies and reproductions). This obligation does not apply: (a) as long as legal proceedings related to the Confidential Information prohibit its return or destruction; (b) to Confidential Information held in backup or log systems scheduled for deletion under standard backup and deletion policies; or (c) to Confidential Information the receiving Party may legally retain.
- 5.5 Disclosure Notice.** Upon the unauthorized access, disclosure, or loss of, or inability to account for, any disclosing Party Confidential Information, the receiving Party shall promptly: (a) notify the disclosing party; (b) take reasonable steps to minimize the violation and resulting losses; and (c) cooperate with the disclosing Party to minimize the violation and any associated losses.
- 5.6** Confidential Information of either Party disclosed prior to this Agreement's Effective Date will be subject to the confidentiality requirements of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

In accordance with Section 2.1 (Provision of Hosted Services), Customer only obtains a limited right to access and use the Hosted Services under this Agreement. Zasio retains all other rights, including all related intellectual property rights, in the Hosted Services, Zasio Materials, and their derivative works.

7. SUBSCRIPTION AND AGREEMENT TERM

- 7.1 Subscription Term.** The Subscription Term for any Hosted Services will begin on its corresponding Access Date.
- 7.2 Renewal Term.** Approximately 45 days before the end of a Subscription Term, Zasio will invoice Customer to renew the Subscription Term (or Upon Customer's request, provide a renewal notice in lieu of a renewal invoice) (each, a "**Renewal Document**"). Customer may accept a Renewal Document by either issuing a purchase order or timely paying the fees for Zasio Services reflected in the Renewal Document.
- 7.3 Agreement Term and Limited Survival of Terms.** This Agreement's term will be for the period Customer is receiving Zasio Services pursuant to this Agreement. Any obligation under this Agreement that cannot be performed prior to termination, or cannot be ascertained until after termination, or which by its nature or intent are to survive, will survive this Agreement's termination, including, as applicable, Sections 1 (Definitions), 3.1 (Prohibited Conduct), 4 (Data Security and Processing), 5 (Confidential Information), 6

(Intellectual Property Rights), 9 (Payment), 10 (Limited Representations, Warranties, and Remedies), 11 (Defense and Indemnification), 12 (Liability Limitations), and 14 (Miscellaneous).

8. TERMINATION

8.1 Non-Renewal. Customer may not renew a subscription to any Hosted Services, and thereby terminate the applicable Order Form or Subscription Term, or this Agreement, as appropriate, by providing written notice to Zasio prior to the end of the relevant Subscription Term.

8.2 Customer's Termination for Convenience. Customer may terminate for convenience this Agreement, an Order Form, or any subscription to Hosted Services by providing Zasio with 30 days' written notice; however, Customer will not receive a refund of any prepaid fees for the pro rata share of any unused Subscription Term.

8.3 Termination. A Party may terminate this Agreement:

- a. for cause 30 days after the other Party's receipt of written notice of that other Party's material breach of this Agreement (including Customer's failure to timely pay any money due within 30 days of its due date), unless the breaching party has cured the breach during the 30-day period;
- b. for cause immediately upon written notice if the material breach is not subject to cure.
- c. immediately for cause upon the other Party's breach of its obligations under Section 5 (Confidential Information), or Customer's breach of Sections 3.1 (Prohibited Conduct), 14.4 (Export Control Obligations), or 14.1 (Assignment); or
- d. immediately if the other Party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

8.4 Obligations Upon Termination. Except as provided under Section 4.9 of this Agreement, Zasio will disable Customer's access to applicable Hosted Services upon the end of a corresponding Subscription Term, and Customer shall immediately cease its access and use of the terminated Hosted Services.

8.5 Limited Return of Fees. Upon Customer's termination of this Agreement or any Subscription Term for Zasio's material breach pursuant to Section 8.3(a), (b), or (c) of this Agreement, Zasio will provide a pro rata refund to Customer of any fees paid by Customer to Zasio for the remainder of any terminated Subscription Term. Any fees for Zasio Services rendered prior to termination will remain due.

9. PAYMENT

9.1 Invoicing. Zasio will invoice Customer for the initial Subscription Term following the Access Date. Zasio will invoice Customer for Professional Services and any reimbursable out-of-pocket expenses the calendar month after they are incurred. Zasio will invoice reimbursable out-of-pocket expenses (including travel, lodging, and meals) in accordance with Customer's reasonable travel and expense policy.

9.2 Payments Due. Customer shall pay all fees as stated in an accepted invoice. All payments are due net 30 days from the date of the invoice.

9.3 Fees.

- a. All fees are stated in and must be paid in U.S. dollars.

- b. All fees for Customer's initial purchase of Zasio Services under this Agreement will be stated in the Pricing Table. Fees for any subsequently-ordered Zasio Services will be stated in the applicable Order Form. Fees for any renewal Subscription Term will be stated in the applicable Order Form. Zasio will limit any fee increase for a Subscription Term renewal to 4 percent per annum. However, Zasio reserves the right to additionally increase Hosted Services fees as they are increased by the Hosting Facility. Fees for any subsequently-ordered Professional Services will be at Zasio's then-existing standard rate unless the Parties expressly agree otherwise in writing.

9.4 Late Payment. If any fees not subject to reasonable dispute remain unpaid by their due date, in addition to any other rights or remedies Zasio may have by law or under this Agreement:

- a. Zasio may suspend Customer's Hosted Services access and use upon 30 days' written notice, and until the amounts are paid in full;
- b. at Zasio's discretion, any unpaid fees may accrue late charges at the rate of the lesser of 2 percent of the outstanding balance per month or the maximum rate allowed under law from the late fees' due date until they are paid in full; and
- c. customer shall be responsible for all costs and expenses associated with collecting late fees, including reasonable attorney's fees.

Any suspension of the Hosted Services under this Section 9.4 will not release Customer of its payment obligations under this Agreement.

9.5 Taxes. All fees are exclusive of Taxes. Taxes will be identified separately from the fees stated in an invoice. Customer is responsible for payment of all Taxes applicable to Zasio Services. The Parties will cooperate to legally minimize any applicable Taxes and obtain any exemption from, or reduced rate of, tax legally available. Customer is responsible for providing Zasio with any valid tax exemption certificate authorized by the appropriate taxing authority.

10. LIMITED REPRESENTATIONS, WARRANTIES, AND REMEDIES

10.1 General Representations. Each Party (i) has legal authority to enter into and perform its obligations under this Agreement; and (ii) will comply with all laws applicable to its performance of its obligations under this Agreement.

10.2 Hosted Services Warranty. Zasio warrants to Customer the Hosted Services will perform substantially in conformance with the Documentation. This warranty will only apply if Customer has used the applicable Hosted Services in material accordance with the Documentation, this Agreement, and applicable law.

10.3 Hosted Services Warranty Remedy. As Customer's exclusive remedy and Zasio's sole liability for Zasio's breach of its Section 10.2 Hosted Services Warranty, Zasio shall: (a) correct the non-conformity at no additional charge; or (b) if Zasio is unable to correct the non-conformity after good-faith efforts and within a commercially reasonable time, Customer may terminate the non-conforming Hosted Services or this Agreement, or both, and Zasio shall refund Customer a pro rata portion of the prepaid subscription fees paid by Customer for the defective Hosted Services.

10.4 Professional and Support Services Warranty. Zasio warrants to Customer that it will perform all Professional Services and Support Services in a professional manner, with a degree of skill and care expected from a skilled and experienced global supplier of substantially similar services, and will devote adequate resources to properly provide Professional Services and Support Services under this Agreement.

10.5 Professional and Support Services Remedy. As Customer's exclusive remedy and Zasio's sole liability for Zasio's breach of its Section 10.4 Professional Services and Support Services Warranty, Zasio shall: (a)

correct any deficiencies in Professional Services or Support Services at no additional charge; or (b) if Zasio is unable to correct the deficiencies after good-faith efforts and within a commercially reasonable time, (i) Customer may terminate the corresponding Hosted Services or this Agreement; (ii) Zasio shall refund Customer the fees paid by Customer for the defective services; and (iii) Zasio shall provide Customer a pro rata refund (from the date of termination) of any subscription fees paid by Customer for the terminated Hosted Services.

10.6 Notice of Termination. Customer must provide written notice of any termination under this Section 10 within 30 days of Zasio's failure to correct the corresponding deficiencies.

10.7 WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 10, ALL ZASIO SERVICES ARE PROVIDED "AS IS," AND ZASIO HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNLESS EXPRESSLY DESCRIBED IN THE DOCUMENTATION, ZASIO DOES NOT WARRANT THAT ANY ZASIO SERVICES OR ANY RESULTS OF THEIR USE WILL MEET CUSTOMER'S OR ANY OTHER PARTY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. ZASIO'S WARRANTIES IN THIS SECTION 10 DO NOT APPLY TO ISSUES ARISING FROM THIRD-PARTY PLATFORMS OR MISUSE OR UNAUTHORIZED MODIFICATIONS OF THE HOSTED SERVICES.

11. DEFENSE AND INDEMNIFICATION

11.1 Third-Party Claims Against Customer.

11.1.1 Indemnification. To the fullest extent permitted by law, Zasio agrees to indemnify and hold harmless the Customer, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of Zasio for the Customer. Zasio shall carry liability insurance sufficient to cover its obligations under this provision and provide the Customer with proof of such insurance.

11.1.2 Zasio's Obligations. Zasio will defend and hold harmless Customer against any third-party claim against Customer alleging Customer's use of Hosted Services in accordance with this Agreement directly infringes any patent, copyright, or trademark, or misappropriates any trade secret of that third party (each an "IP Claim"). Zasio will indemnify and hold harmless Customer for all damages and costs, including reasonable attorney's fees, finally awarded or paid pursuant to a settlement approved by Zasio, to resolve an IP Claim.

11.1.3 Zasio's Remedies. If Customer's access and use of any Hosted Services is enjoined as a result of an IP Claim, Zasio may, in its sole discretion:

- a. promptly procure Customer's right to continue using the Hosted Services;
- b. modify or replace the Hosted Services so that they are non-infringing, but only if doing so is not harmful to their functional performance, specifications, or use; or
- c. if Zasio determines neither option a. nor b. above is practical, terminate this Agreement or any applicable Order Form (as appropriate) and refund Customer the prorated amount for any fees actually paid by Customer for the Hosted Services that are the subject of the IP Claim.

11.1.4 Specific Conditions. Zasio will have no obligations under this Section 11 when the alleged infringement or misappropriation:

- a. would not have occurred but for any unauthorized modifications to Hosted Services by a party other than Zasio;
- b. arises from Customer's use of Hosted Services not in accordance with this Agreement or the Documentation;
- c. arises from some combination of access or use of the Hosted Services in combination with any other product, services, or device not provided by Zasio; or
- d. arises after Customer receives written notice of termination of any applicable right to access and use the Hosted Services or this Agreement.

12. LIABILITY LIMITATIONS

12.1 Liability Cap. A Party's entire liability arising out of or relating to this Agreement will not exceed the amount of fees paid or payable by Customer under the Order Form initially giving rise to the claim (the "**General Cap**").

12.2 Damages Exclusions. No Party will be liable for any special, indirect, incidental, consequential, reliance, exemplary, or punitive damages or damages for loss of good will, cost of procurement of substitute goods or services, loss of technology rights or services, loss of opportunity or business profits, loss of use, loss of data, or business interruption, even if informed of their possibility in advance (the "**General Exclusions**").

12.3 Limited Exceptions.

12.3.1 Exception 1: The General Cap and General Exclusions will not apply only with respect to:

- a. death or bodily injury arising from either Party's negligent or willful misconduct;
- b. Customer's unauthorized use of any Zasio Services or Customer's failure to pay any fees due under this Agreement;
- c. a Party's breach of Section 5 (Confidentiality) not resulting from an Information Security Incident;
- d. a Party's reckless or willful misconduct;
- e. a Party's defense and indemnification obligations under Section 11;
- f. infringement or misappropriation of the other Party's intellectual property rights; or
- g. any liability exclusion or limitation that cannot be limited pursuant to applicable law.

12.3.2 Exception 2: The General Cap will increase 3x and the General Exclusion will not apply only with respect to damages resulting from Zasio's breach of any of its Section 4.1 (Zasio Security Program), Section 4.10 (Incident Notification), or 4.2 (Limited Use of Personal Data) obligations.

12.4 Nature of Claims. The liabilities limited by this Section 12 apply to the benefit of Zasio's officers, directors, employees, agents, and third-party contractors, and regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and even if such damages were foreseeable, and even if Customer's remedies fail for their essential purpose.

- 12.5 Reliance on Limitations and Exclusions.** The Parties acknowledge the Section 12 liability and Section 10 Warranty limitations and exclusions are reflected in the pricing of Zasio Services and these terms form an essential basis for the bargain between the Parties.

13. INSURANCE

Without limiting Zasio's obligations under this Agreement, Zasio shall maintain insurance at least as broad as the following:

- a. **Commercial General Liability.** With limits of at least \$1 million per occurrence, combined single limit, and \$2 million in the aggregate, for bodily injury, death, and property damage, including personal injury, contractual liability, and independent contractors. As part of Zasio's CGL coverage, Zasio shall maintain a blanket additional insured endorsement intended to treat Customer as additional insureds on a primary and noncontributory basis, with full waiver of subrogation for liability.
- b. **Professional Liability.** With limits of at least \$3 million in aggregate for all claims during a policy year.
- c. **Workers' Compensation.** As required under the workers' compensation law of the state of Zasio's location, with employers' liability insurance with limits of \$1 million per person subject to an annual aggregate limit of \$1 million.
- d. **Cyber Liability Insurance.** With limits of at least \$3 million in aggregate for all claims during a policy year.

14. MISCELLANEOUS

- 14.1 Assignment.** Neither Party may assign this Agreement or any portion without the other Party's express written consent, which will be in that other Party's sole discretion. Any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity), however, will not require Zasio's written consent; provided that no transfer will relieve Customer of any obligations under this Agreement and Customer provides Zasio timely written notice of the transfer.
- 14.2 Waiver and Amendment.** A Party's waiver of any term of this Agreement must be in writing and signed by both Parties. A Party's failure or delay to exercise any right is not a waiver of that right or any other. The Parties may amend this Agreement only by written amendment signed by both Parties. A written amendment also must specifically refer to this Agreement and state the Parties' intent to amend the Agreement.
- 14.3 Nature of Services.** Zasio is not a law firm and does not provide legal advice or services. Zasio is not responsible for the results or outcomes of any decisions made based on Customer's use of the Hosted Services and Customer is solely responsible for all decisions made, actions taken, or failures to act based on their use of the Hosted Services.
- 14.4 Export Control Obligations.** United States export laws and regulations (including sanction laws), and any other relevant export laws and regulations, may apply to Zasio Services. Any applicable export control laws and regulations govern Customer's use of Zasio. Customer shall comply with all applicable export laws and regulations. Customer shall not export data, information, software, or materials resulting from any Zasio Services (or any direct product of these) in violation of these laws. Customer also shall not access or use Hosted Services in violation of any local data residency or data transmission restrictions that apply to the location of Hosted Services access and use, such as the data residency and data transmission restrictions of the People's Republic of China or Russia.

- 14.5 Force Majeure Event.** Neither Party will be liable to the other for any failure or delay in performance, or breach, including for any resulting damages by the other Party, due to circumstance beyond the Party's reasonable control, including strike, riot, act of terrorism, natural catastrophe, failure of utilities, acts of God, viral pandemic, or service disruptions involving hardware, software, or power systems not within the party's possession or reasonable control (a "Force Majeure Event"); provided, however, the non-performing Party promptly notifies the other Party and takes reasonable steps to minimize the disruption caused by the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.
- 14.6 Feedback.** Customer may elect to provide Zasio with Feedback, in which case Zasio has sole discretion to retain, use, and commercially exploit the Feedback without any obligation to Customer.
- 14.7 Independent Contractors.** The Parties are independent contractors. Neither Party is the agent or partner, or has any power to act on behalf, of the other Party. This Agreement creates no partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 14.8 Severability.** If any part of this Agreement is held invalid or unenforceable, the remaining parts will not be affected.
- 14.9 Equitable Relief.** A Party's material breach of Section 3 (Customer Obligations and Restrictions) or 5 (Confidential Information) would cause the non-breaching Party irreparable harm for which money damages alone would be an inadequate remedy; accordingly, the non-breaching Party may pursue equitable relief in addition to any other remedies under this Agreement or at law, and without having to post a bond or prove actual damages.
- 14.10 Peaceful Resolution.** Prior to taking legal action, the Parties must attempt to resolve any dispute in connection with this Agreement amicably by negotiation, which may include mediation. Either Party may, however, seek provisional legal remedies if, in that Party's judgment, doing so is necessary to avoid irreparable harm.
- 14.11 Costs and Attorney's Fees.** In any adversarial proceeding, including in any administrative action, to resolve a dispute under or arising out of this Agreement or its interpretation or effect, the prevailing Party will be entitled to recover, in addition to any other relief permitted under this Agreement, its costs, including reasonable attorney's fees.
- 14.12 Governing Law and Jurisdiction.** The Parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the Parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the Parties to be a material inducement to OMNI and to Customer in executing this Agreement. This provision is not intended nor shall it be construed to waive Customer's governmental immunity as provided in this Agreement.
- 14.13 Notices.** Unless otherwise expressly permitted in this Agreement, all notices required under this Agreement must be in writing and considered received (i) if mailed, the shorter period of either the notice's receipt or 5 days after mailing by registered mail; (ii) upon personal delivery; or (iii) if sent by email to the recipient Party's email contact (provided by the recipient Party), 24 hours after the email is sent or the first business day after it is sent, whichever is later.
- 14.14 Counterparts and Electronic Delivery.** This Agreement may be executed in one or more counterparts, each constituting an original. All counterparts must be construed together. Agreement signatures sent by


electronic means, and intended to preserve original graphic and pictorial appearance, will have the same effect as physical delivery of a paper document bearing an original signature.

14.15 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and nothing in it, express or implied, will confer on any third-party any legal or equitable right, benefit, or remedy.

14.16 Government Immunity. Customer does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, Customer fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

14.17 Entire Agreement. This Agreement, including its attachments and any accepted Order Forms, is the Parties' entire agreement, and supersedes any prior agreements concerning this subject matter. The Parties agree any provisions in any Customer purchase, sales, confirmation, or acceptance order or document inconsistent with or in addition to any provision of this Agreement, shall be null and void, except with respect to any recital of the subject Zasio Services, such as quantities, price, descriptions, and delivery or subscription dates.

The Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

ZASIO ENTERPRISES, INC.:	Laramie County, Wyoming:
By: 	By:
Name: Cindy Zasio	Name:
Title: VP of Sales	Title:
Date: March 3, 2025	Date:

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY


3/12/25

Exhibit 1
Pricing Table

Initial Price:**\$31,945.00****Price Breakdown**

Hosted Services	Purchased Plan	Initial Yearly Price
Module: Versatile 2025 SaaS, Standard Physical Records Management	5 User	\$7,280.00
Ad-On: Versatile Corporate-Wide Access for Versatile 2025 SaaS	Unlimited Users	\$6,055.00
Ad-On: Versatile Mobile Package SaaS	Unlimited Devices	\$1,535.00
Subtotal: Initial Yearly Subscription Price		\$14,870.00

Professional Services (Including Online Training)	Unit	QTY	One-Time Price
Project Tracking & Status Calls	Project	1	\$1,830.00
Data Migration from MS Access database	Project	1	\$7,930.00
Single Sign-On	Project	1	\$610.00
Custom Notifications	Project	1	\$610.00
Versatile Mobile Package – Scoping & Implementation Services	Project	1	\$610.00
Online Training for Versatile 2025 SaaS, Standard Physical Records Management (\$305/hour)	Hours	6	\$1,830.00
Online Training for Versatile Corporate-Wide Access SaaS (\$305/hour)	Hours	2	\$610.00
Subtotal: One-Time Professional Service & Online Training Price			\$14,030.00

Hardware	Unit	One-Time Price
Honeywell Dolphin CT45 Scanner (\$2,575/scanner)	Each	\$2,575.00
Optional Gold Service, 3-Year Warranty (\$445/warranty/scanner)	Each	\$445.00
Shipping Estimate	Each	\$25.00
Versatile Records On-The-Go App (via the Apple store or Google Play store)	Each	Included
Subtotal: One-Time Hardware Price		\$3,045.00

Project Plan Overview

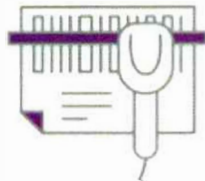
The Versatile Software deployment will consist of the following phases. Project implementation will take approximately 4 to 8 weeks.

Phase 1: Deployment



Setup and User Registration: Zasio will set up Customer's cloud environment, configure the dedicated database, work with Customer's staff to test connectivity, and generally ensure the system is fully accessible.

Phase 2: Hardware



CT45 Mobile Barcode Scanner: Includes the CT45 mobile computer, dock, hand strap, power supply and US power cord, USB cable, spare battery, holster, and scan handle. Please see the CT45 spec sheet for additional information.

Warranty Details: The CT45 includes a 1-year warranty for defects but does not cover accidental damage. The optional Gold Service Warranty includes 3-year coverage for wear and tear and accidental damage and promises a 5-day repair time (excluding shipping). Warranty covers repairs only and not device replacement if a unit is beyond repair. Batteries and accessories are not covered.

Hardware can be returned for a full refund (less the price of shipping and a restocking fee) within 30 days of the order date if returned unused and in its original packaging. Contact Zasio's Sales Team for an RMA before any Hardware return.

Phase 2: Professional Services



Project Tracking & Management: Time estimated for project scoping, tracking, and one status call per week (if needed) for the duration of the estimated 4—8-week project implementation.

Data Migration: Zasio will migrate Customer's legacy records data from a single MS Access database consisting of about 10 active tables into the Versatile system. Tasks to be completed by Zasio for this process include:

- Setup of the initial database
- Import of legacy data into MSSQL
- Data analysis and field mapping, in collaboration with Customer
- Migration of Agencies as parent departments
- Migration of Departments
- Migration of Series
- Migration of Users (extracted from requestor name in RSCH table)
- Migration of Locations
- Migration of Media Types
- Migration of Boxes
- Migration of Files
- Conversion of shelf locations
- Migration of checkout history
- Review of migrated data with Customer
- Promotion to production

Changes to the scope of the data migration project may impact final pricing. Additional pricing will not be added without prior approval from Customer.

Custom Notifications: Zasio will create a scheduled email notification to alert records managers regarding records due for destruction. Details of the notification content and schedule will be worked out by the implementation specialist.

Versatile Mobile Package - Scoping & Implementation Services: Versatile Mobile Package project scoping and implementation assistance not to exceed 1 hour.

Phase 3: Training



Online Training: Zasio will provide Customer with online training for Users via GoToMeeting or Microsoft Teams, which allows the Parties to share computer screens so that the trainer can use Customer's database to show functionality and processes.

Training agendas are predefined but can be modified according to Customer's business needs and process. An unlimited number of Customer attendees may attend training sessions, and they can also be recorded for Customer's future training purposes.

Exhibit 2

Support Services Terms

These Support Services Terms ("SSTs") govern Zasio's provision of Support Services under the Agreement. For any conflict between these SSTs and the Agreement, these SSTs will govern to the extent applicable to Support Services. Capitalized terms not defined in these SSTs are defined in the Agreement.

1. AVAILABILITY AND CONTACT INFORMATION

- 1.1 Hours.** Customer may contact Zasio for support during Zasio's normal business hours of 7:00 am to 6:00 pm, Mountain Time, Monday through Friday, excluding holidays. Zasio's holiday closures for each year are available at <http://www.zasio.com/support-services/#supportschedule>.
- 1.2 Methods of Contact.** Customer can request support via: 1.) email at ZasioSupport@zasio.com; 2.) phone at (800) 513-1000 (option 2); or 3.) through Zasio's online customer portal.
- 1.3 Remote Desktop Sharing:** If Customer permits, Zasio's technicians can see exactly what Users see on their desktops through remote desktop sharing technology.

2. SUPPORT SERVICES

- 2.1 Scope.** Support Services are focused on maintenance of, and technical support for, the software accessed through the Hosted Services. This typically includes diagnosing and fixing errors, as well as identifying enhancements to improve performance and functionality.
- 2.2 Party Obligations.** Zasio will make all commercially reasonable efforts to correct or offer a Workaround (defined below) or plan for Customer-identified defects which Zasio has validated. To enable Zasio's provision of Support Services, Customer shall:
- Provide Zasio with access to all appropriate Customer personnel;
 - Document and report Hosted Services errors or malfunctions within 72 hours; and
 - Ensure all Users are properly trained in the use and application of the Hosted Services.

2.3 Response Time.

- 2.3.1** Zasio shall respond to Support Services requests as follows:

CLASSIFICATION	DEFINITION	RESPONSE TIME
Fatal Defect	A problem with the software rendering the software substantially unusable.	Zasio will respond with a Workaround or plan for resolving the Fatal Defect within one business hour of the request. Zasio will dedicate all necessary resources on a priority basis to resolve the Fatal Defect

Material Defect	A problem with the software that has limited or will limit the software's use.	Zasio will respond with a Workaround or plan for resolving the Material Defect within two business days of the request.
Cosmetic Defect	A problem with the software impacting a non-essential function while leaving the software's essential functions intact and operable.	Zasio will fix the Cosmetic Defect in the next regularly scheduled Update.

2.3.2 "Workaround" for these SSTs means a feasible change in operating procedures where an end-user can avoid the deleterious effects of any defect classification, as defined in the table above, without material inconvenience.

2.4 Updates. Updates to the software forming part of the Hosted Services are provided to customers who are within a Subscription Term. Updates will be applied as soon as practical upon becoming available, and with at least 24 hours' notice (except emergency operating system patches). Updates will be applied in the following manner:

2.4.1 Operating System Patches: Regular patches to the Hosted Services' operating system are applied at regularly occurring, predetermined intervals, usually once per calendar month. Emergency operating system patches will be applied as needed and, where practicable, with 24 hours' notice.

2.4.2 Critical Software Updates: Will be applied as soon as practicable upon becoming available, usually after midnight (in the location of the Hosting Facility) following the day of release.

2.4.3 Non-Critical Software Updates: Including improvements to the software package, will be provided approximately every 6 to 12 months. Advance notice and release notes will precede these Updates.

2.4.4 Database Updates: Upon approval by Customer.

[End of SSTs]

Exhibit 3

Zasio Service Level Guarantee

1. **Scope and Applicability.** This Service Level Guarantee ("SLG") describes Zasio's guarantee to Customer concerning Hosted Services Availability and forms part of the Parties' Agreement. Upon any conflict between this SLG and the Agreement, the terms of this SLG will prevail with respect to Hosted Services Availability. Capitalized terms not defined in this SLG are defined in the Agreement.
2. **Guarantee.** For the provision of Hosted Services, the Hosting Facility will host Zasio software and related Customer Data at a data center in the United States chosen by the Hosting Facility. "Hosted Services Availability" is defined as the Hosted Services being available to Customer without material access errors during the Subscription Term. Zasio guarantees 99.5% Hosted Services Availability during any given calendar month, excluding periods of: (a) application of Updates; (b) Scheduled Downtime; (c) Emergency Downtime; (d) unavailability due to Customer error; (e) Force Majeure Event that prevents access to the Hosted Services; or (f) suspended access due to Customer's use of the Hosted Services in violation of this SLG or the Agreement. Unless one of these express exceptions applies, Hosted Services Availability below 99.5% during any calendar month constitutes a "Service Level Failure."
3. **Downtime Measurement.** A Service Level Failure is measured from the time Customer attempts but is unable to access Hosted Services until Hosted Services Availability is restored. To receive a Service Level Credit (defined in the Service Level Credit table below), Customer must make reasonable efforts to promptly notify Zasio of any lack of Hosted Service Availability so that it can be restored as soon as possible. Periods of Scheduled Downtime are communicated with advance notice. However, Zasio cannot guarantee advance notice of Emergency Downtime. Zasio will use best efforts to: (i) limit Hosted Services downtime; (ii) provide Customer with 72 hours' notice of Scheduled Downtime; and (iii) conduct Scheduled Downtime at non-peak hours (based on the time zone where the Hosting Facility data center is located).
4. **Data Center Upgrades.** The Hosting Facility is constantly upgrading its data center facilities, and to benefit from these upgrades, the Hosting Facility may relocate servers within its data centers, make changes to the provision of the services, URLs, and IP addresses, and establish new procedures for the use of the Hosted Services. The Hosting Facility may also make changes to DNS records and zones on Hosting Facility operated or managed DNS servers as deemed necessary for the operation of the shared network infrastructure. Data center upgrades are part of Scheduled Downtime.
5. **Service Level Credits**
 - 5.1 **Credits.** Customer must request a Service Level Credit within 7 days of the Service Level Failure. If Zasio confirms the Service Level Failure, including its duration, Customer may request a Service Level Credit as specified in the table below. Any Service Level Credit must be issued to Customer's account and will be deducted from Customer's next Subscription Term renewal.
 - 5.2 **Cumulative Dollar Amount.** The maximum total credit for failure to meet the Service Level Guarantee, the Recovery Point Objective, the Recovery Time Objective, or any combination of these, for any calendar month will not exceed 100% of Customer's monthly fee for the affected Hosted Services (calculated from Customer's fee for the then-current Subscription Term). Any Service Level Credit that would be available but for this maximum monthly credit will not be carried forward.

5.3 Termination. In the event there is a Service Level Failure for four consecutive months or for at least five months during any 12 month period, Customer may terminate its subscription for the affected Hosted Services by providing Zasio with written notice within 30 days of the failure. Upon Customer's termination under this SLG Section 5.3, Zasio will refund Customer the amount of any Service Level Credits accumulated to date and the pro rata amount for any unused Subscription Term prepaid by Customer.

Service Level	Target	Minimum	Service Level Credit
Availability of Hosted Services	100%	99.5% (below which constitutes a Service Level Failure)	Zasio will credit 2% of Customer's monthly fee for the affected Hosted Services once a Service Level Failure has occurred. Zasio will credit an additional 2% of Customer's monthly fee for the affected system for every 30 minutes of downtime incurred during that calendar month once a Service Level Failure has occurred.
Customer Data Recovery Point Objective (RPO) – [targeted age of Customer Data that must be restored in case of disaster]	24 hours	48 hours	Zasio will credit 5% of the Customer's monthly fee for the affected Hosted Services for every 24-hour period beyond the minimum RPO.
Recovery Time Objective (RTO) - [Target recovery time for restoring Hosted Services Availability after becoming aware of an unplanned system outage]	2 hours	6 hours	Zasio's target to restore Hosted Services Availability is 2 to 6 hours after becoming aware of any unplanned system outage. Zasio's ability to meet this RTO will depend on the outage's cause and severity. Regardless, Zasio will credit an additional 2% of Customer's monthly Hosted Services fee for every hour of downtime incurred beyond the maximum acceptable outage (which is 6 hours) during a given Service Level Failure.

5.4 Limitations. Customer is not entitled to a Service Level Credit if, at the time of the Service Level Failure, Customer is in material breach of the Agreement or is subject to a suspension or termination of Hosted Services access and use pursuant to the Agreement's terms (including payment obligations to Zasio). Customer also is not entitled to a Service Level Credit if the Service Level Failure would not have occurred but for Customer's breach of the Agreement or misuse of the hosted system. This Service Level Guarantee is contingent on Zasio having full logical access to Customer's configuration. No Service Level Credit will be due if the Service Level Failure would not have accrued but for Customer's restriction of Zasio's logical access to its configuration. The remedies described in this Service Level Guarantee is Customer's exclusive remedy and Zasio's sole liability to Customer for any Service Level Failure, including any related loss of Customer Data hosted in connection with the Hosted Services.

Exhibit 4 **Technical and Organizational Measures**

Zasio has implemented and will maintain the following Technical and Organizational measures in relation to Zasio's provision of the Hosted Services to Customer under the Agreement. Zasio's Technical and Organizational measures are designed to ensure an appropriate level of security, taking into account the nature, scope, context, and purpose of the processing, and the risks to rights and freedoms of natural persons.

Information security threats are evolving, requiring Zasio to continually improve its Technical and Organizational measures to keep pace with an ever-changing threat landscape. Accordingly, Zasio may update its Technical and Organizational Measures from time to time. Any updates will serve the same purpose and will not materially degrade the level of security Zasio provides in connection with Zasio Services. Zasio's Technical and Organizational Measures, in conjunction with Zasio's security commitments in the Agreement, are Zasio's only responsibility with respect to Customer Data.

Capitalized terms used but not defined in the Technical and Organizational Measures are defined in the Agreement.

1. **Security Program.** Zasio shall implement and maintain a comprehensive written Information Security Management System (ISMS) to systematically manage and protect Zasio's business information, as well as the information of Zasio's customers. All security and privacy related policies and procedures are (i) documented, (ii) approved by executive management, (iii) communicated to all personnel, and (iv) reviewed and updated at least annually.
2. **SOC 2, Type 2 Audit Report.** Zasio shall also implement and maintain appropriate administrative, technical, and physical safeguards to protect Customer Data as described in its most recent SOC 2, Type 2 report (or equivalent) received from a qualified third-party auditor. A copy of Zasio's current SOC 2, Type 2 (or equivalent) report is available upon request.
3. **Physical Security.** Zasio's facility and perimeter are monitored and secured using electronic locks and web-enabled video. Visitors must be logged and escorted by Zasio employees. Access to Zasio's facility is electronically restricted outside of normal business hours. Zasio's accounting department, server and network area, and executive offices are protected by additional electronic security designed to prevent unauthorized physical access.
4. **Logical Safeguards.** Zasio uses Windows Server 2016 Active Directory to control logical access to its internal network resources. Unique IDs and strong passwords are enforced by default for all personnel through our network policy configurations. Zasio requires all personnel to use a company-managed, commercial password vault to store all passwords and prevent the unauthorized access or disclosure of passwords. Zasio personnel are also prohibited from reusing old passwords. Passwords for confidential systems must meet Microsoft built-in complexity requirements unless infeasible. Zasio further requires clean desk and clear screen practices through its HR policies.

Remote access to Zasio's network is (i) allowed only through IKEv2 VPN using only company-provided and authorized computers and granted to personnel as-needed. Encryption and two-factor authentication are required for all remote access and VPN credentials are maintained through Active Directory.

5. **Data Security.** Zasio's ISMS requirements include (i) conducting an annual risk assessment that is presented to executive management, (ii) conducting tabletop exercises at least annually involving Zasio's information security team's deployment and testing of our Information Security Incident Response Plan, (iii) an internal audit program governed by committee, and (iv) management of Zasio's information security program by committee.
6. **Information Security Team.** Zasio's information security team is comprised of a cross-section of employees from different business units, which includes both in-house legal as well as personnel with appropriate professional certifications, such as the certified information security manager (CISM) and various data privacy certifications. The team is responsible for maintaining Zasio's information security controls and

works collaboratively with executive management to monitor information security practices and assist with organizational compliance with information security-related policies and procedures.

7. **Data Center Security.** Zasio systems installed in its facility used to process Personal Data are protected by the physical and logical security measures set forth in this Annex. Zasio has contracted with Microsoft Corporation (Azure) as the Hosting Facility which hosts any Hosted Services to which Customer subscribes, including any Customer hosted database. Microsoft's security and compliance controls are described on its website: <https://www.microsoft.com/licensing/terms/product/PrivacyandSecurityTerms/all>.
8. **Risk Management and Assessments.** Zasio maintains a written risk management policy defining the methodology for assessing and managing information security, as well as strategic and operational risks.
9. **Access Control Policy.** Zasio maintains a written policy for limiting access to authorized parties with a need to know Zasio information and information processing systems, networks, and facilities.
10. **Vendor Management.** Zasio maintains a vendor management program consistent with industry standards to ensure Zasio's third-party suppliers comply with contractual and sound security and availability requirements. Zasio ensures its vendor agreements include appropriate confidentiality and privacy obligations to ensure Zasio can meet its security and privacy obligations.
11. **Software Secure Development Lifecycle.** Zasio maintains a documented software development lifecycle policy to help ensure industry-standard information security is designed and implemented within the development lifecycle for applications and information systems. This policy incorporates OWASP Top 10 as Zasio's standard for development. Zasio's development practices also include scanning all new releases and updates for open source software vulnerabilities and promptly remediating any identified vulnerabilities.
12. **Vulnerability Assessments.** Zasio undergoes penetration testing of Zasio's information systems infrastructure by a qualified third party at least annually. Additionally, Zasio has a qualified third party perform monthly web application scans in connection with the Hosted Services.
13. **Change Management.** Zasio maintains a change management program to plan, test, communicate, and execute changes affecting our Hosted Services, systems, networks, and applications.
14. **Network Security.** Zasio maintains industry-standard technologies and controls to protect network security, including firewalls, intrusion prevention, monitoring, network segmentation, and VPN and wireless security. Network designs and controls are reviewed at least annually. Zasio uses a dedicated firewall/proxy appliance with an enhanced security subscription to help ensure all communications attempting to cross Zasio's network boundary comply with Zasio's security policy. Several layers of protection are enabled within this firewall for maximum security, including (i) monitoring traffic patterns to detect the presence of potentially sensitive data passing through the firewall; (ii) port blocking so only required ports are opened and port scans are automatically blocked; (iii) advanced traffic monitoring with cloud-based data analysis and automatic threat response; and (iv) cloud-based DNS-level filtering to detect and block potentially dangerous connections and protect networks and employees from damaging attacks.
15. **Malware Protection.** Zasio uses an industry-standard malware protection strategy designed to prevent network virus and other malware outbreaks, as well as prevent network security attacks involving computers attached to Zasio's network.
16. **Data Transfers.** Zasio maintains a Data Management Policy designed to protect customer data coming into Zasio's network. Non-sensitive data transfers are accomplished using a secure FTP (SFTP) site for encrypted file uploads. Zasio also maintains restricted data handling requirements for transferring sensitive data.
17. **Restricting Information Access.** Zasio uses the principle of least privilege to manage employee access to information and programs. All personnel are also bound by contractual obligations with Zasio for protecting personal and confidential data.

18. **Background Checks and HR Practices.** Zasio performs pre-employment background checks of all employees, and subsequently on an as-needed basis. Personnel access to software and servers is restricted on an as-needed basis. Zasio also maintains industry-standard on-boarding and off-boarding policies to ensure new hires are properly trained in their roles and security obligations and that access to Zasio information and systems is promptly terminated upon any personnel departure. All employees are additionally bound by Zasio's Business Ethics and Code of Conduct.
19. **Business Continuity and Disaster Recovery.** Zasio maintains a formal BC/DR plan to help ensure Zasio's systems and services remain resilient in the event of any extended service outages. Zasio conducts a disaster recovery test utilizing this plan (including testing of the backup restoration process) at least annually.
20. **Data Backup and Recovery.** Zasio maintains a formal backup and recovery plan to help ensure all information is regularly backed up and to establish recovery time and recovery point objectives in the event of any unplanned system outage.
 - **Hosting Facility Backups.** Each database and dedicated server in Zasio's Hosting Facility undergoes a (i) daily, point-in-time-restore (hot) backup, which is retained for two weeks; and (ii) monthly backup, which is retained for three months. Zasio's Hosting Facility tests backup and recovery systems regularly, and in accordance with industry certification standards and best practices.
 - **Internal Backups.** Zasio's major systems (including Active Directory catalogs, email servers, document stores, production databases, and application servers running critical business functions) are fully backed up on a weekly basis, with backup media rotated offsite to a secure location. Incremental backups of active document repositories are captured every two hours.

Zasio tests both internal and hosted backup and recovery systems at least annually.

21. **Information Security Incident Response Planning.** Zasio maintains a formal information security incident response plan which must be activated in the event of any Information Security Incident or related event. Zasio maintains a record of any information security breach with a breach description, the time period, the consequences of the breach, identity of the reporter, and the procedure for recovering data.
22. **Data Segregation.** For Hosted Services customers, Zasio maintains separate hosted databases for each customer, with permissions that only allow user access for the one database to which that customer is associated. Zasio also maintains separate internal production and test database servers to protect against unauthorized access to Personal Data.
23. **Encryption of Customer Data.** Zasio uses strong encryption of Personal Data both in transit and at rest. Zasio also requires the encryption of all mobile computing devices used to transmit or store Personal Data.
24. **Security Training.** Zasio conducts security awareness training for all personnel upon hire and at least annually, and provides security awareness updates at least quarterly.
25. **Asset Management.** Zasio maintains a formal IT asset management policy, which uses real-time accounting of all Zasio IT assets as well as industry-standard secure disposition of all IT assets at the end of their lifespan with the company.
26. **Customer Data Deletion.** Zasio maintains formal customer data deletion policies and procedures to help ensure all Customer Data within Zasio's possession, custody, or control is timely deleted in accordance with Zasio's contractual and legal requirements.
27. **Log Data.** Zasio maintains a Security Information and Event management (SIEM) and anomaly detection program in respect of the Hosted Services. Associated log data is retained for up to 1 year for purposes of conducting forensic analysis of security incidents.