WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

Originating Department:	85 Health and Community Services
Division/Program: *(i.e. Dept. Division and Program)*	Community & Organizational Development
Contract or Grant Administrator:	Lynnette Bennett
Contractor's / Agency Name:	Caspio, Inc.

Is this a New Contract?		If not, is this an Amendment or Renewal to an Existing Contract?	Yes ☐	No ☐
Yes ☒	No ☐	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		

Does contract require Council Approval?	Yes ☒	No ☐	If No, include WCC:	
Already approved? Council Approved Date:			(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	

Is this a grant agreement?					
Yes ☐	No ☒	If yes, grantor agency contract number(s):		ALN#	

Is this contract grant funded?			
Yes ☒	No ☐	If yes, Whatcom County grant contract number(s):	

Is this contract the result of a RFP or Bid process?					
Yes ☒	No ☐	If yes, RFP and Bid number(s):	24-65	Contract Cost Center:	145100

Is this agreement excluded from E-Verify?	No ☐	Yes ☒	

If YES, indicate exclusion(s) below:

☐ Professional services agreement for certified/licensed professional.	☐ Goods and services provided due to an emergency.
☐ Contract work is for less than $100,000.	☒ Contract for Commercial off the shelf items (COTS).
☐ Contract work is for less than 120 days.	☐ Work related subcontract less than $25,000.
☐ Interlocal Agreement (between Governments).	☐ Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):

$ $68,049 (includes tax)

This Amendment Amount:

$

Total Amended Amount:

$

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when*:***

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: This agreement supports the purchase and implementation of low-code software.

Term of Contract:	1 Year	Expiration Date:	11/19/2025

Contract Routing:

1. Prepared by:	JT	Date:	09/09/2024
2. Health Budget Approval	SH	Date:	09/26/2024
3. Attorney signoff:	Christopher Quinn	Date:	09/26/2024
4. AS Finance reviewed:	Bbennett	Date:	10/25/2024
5. IT reviewed (if IT related):	P. Rice	Date:	10/25/2024
6. Contractor signed:		Date:	
7. Executive Contract Review:		Date:	
8. Council approved (if necessary):	AB2024-741	Date:	
9. Executive signed:		Date:	
10. Original to Council:		Date:	

Whatcom County Contract Number:

General Terms
Between Whatcom County and Caspio, Inc.

Caspio, Inc., hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County,** agree and contract as set forth in this Agreement, including:

General Terms, pp. 1 to 2,
Platform Terms of Service, pp. 3 to 8,
Attachment A (Caspio Privacy Statement), pp. 9 to 12,
Attachment B (Data Processing), pp. 13 to 15,
Appendix C (Service Level Agreement), p. 16,
Attachment D (Caspio Consulting Services), pp. 17 to 20,
Attachment F (Caspio Business Associate Agreement), pp. 21 to 28,
Attachment G (Managed Application Services Agreement), pp., 29 to 31,
Application Development Proposal, pp. 32 to 41,
County Invoicing.

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on the 20th day of November, 2024, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 19th day of November, 2025.

The general purpose or objective of this Agreement is to purchase and implement a low-code software solution, as more fully and definitively described in Appendix A and Appendix B hereto. The language of the Platform Terms of Service and Application Development Proposal controls in case of any conflict between it and that provided here.

The maximum consideration for this initial agreement or for any renewal term authorized herein (if applicable) shall not exceed $68,049 (including tax). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

Caspio, Inc.
1286 Kifer Road, Suite 107
Sunnyvale, CA 98046

Caspio, Inc.

_____

Napoleon Valdez; VP, Commercial Sales, Americas Date

WHATCOM COUNTY:
Recommended for Approval:

Lynnette Bennett, Date
Community & Organizational Development Manager

Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

Christopher Quinn, Chief Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, County Executive Date

CONTRACTOR INFORMATION:

Caspio, Inc.
Ruel Bairoy, Account Executive
650-691-0900 x 2850
1286 Kifer Road, Suite 107
Sunnyvale, CA 98046
Ruel.Bairoy@caspio.com

CASPIO MASTER SERVICE AGREEMENT

PLATFORM TERMS OF SERVICE

These **Platform Terms of Service** and related attachments ("Agreement") are the terms and conditions for use of Caspio -hosted software products and services, downloadable components, and documentation (collectively "Service", "Services" or "Caspio Services"), and are effective as of the date of Caspio's signature below or Caspio's other acceptance (e.g., allowing click-through) ("Effective Date").

Upon mutual signatures or your click-through (as the case may be), this Agreement exists between you/your organization *and all of its employees and agents* ("Customer" or "you") and Caspio Inc. ("Caspio", "we", "us" or "our"), a Delaware corporation with headquarters located at 1286 Kifer Road, Suite 107, Sunnyvale, CA 94086 USA.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY (i) CLICKING THROUGH INDICATING YOUR ACCEPTANCE; OR (ii) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; OR (iii) DIGITALLY OR MANUALLY SIGNING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT SO AGREE, YOU MAY NOT USE THE SERVICE.

In addition to these main Terms of Service, you acknowledge the applicability of the following attached documents:

Privacy Statement (Attachment A);

Data Processing Agreement (Attachment B);

Service Level Agreement (Attachment C), if applicable to your level of service;

Consulting Services Agreement (Attachment D), if applicable to your Order Form;

Business Associate Agreement (Attachment F), if you are a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and

Managed Application Services (MAS) Agreement (Attachment G)**.**

1. TERM, RENEWAL AND TERMINATION

The term of this Agreement is as set forth in your Order Form. In the absence of an Order Form, this Agreement term is one year or, if a multi-year payment schedule is selected, the term equals the length of the payment cycle (provided, however, that the Starter Plan includes an option for month-to-month access). You will be liable for all the fees of your account according to the terms hereof. This Agreement renews automatically for another term of equal length at the end of each term, unless it is previously terminated by either party or a different plan and/or term is selected to take effect on the next renewal date. Terminations and downgrades require written notice at least thirty (30) days prior to the renewal date. Cancellations or downgrades that are requested in the middle of a term will be effective on the next renewal date; otherwise, full payment for the remainder of the term will be due immediately.

Compliance and HIPAA Platform Accounts incur a termination fee when closed for any reason. This mandatory termination fee allows Caspio to maintain transaction logs of the account for the required period of six (6) years for HIPAA and three (3) years for Compliance Accounts. The termination fee for HIPAA Accounts is equal to two (2) months of the Account's highest monthly fee in the prior six (6) years and for Compliance it is equal to one (1) month of the highest monthly fee in the prior three (3) years.

Either party may terminate this Agreement upon thirty (30) days' written notice in the event of a material breach that is not cured within thirty (30) days after notice.

Upon the expiration or termination of this Agreement, you will cease to use the Service and remove all references to Caspio from your websites.

2. LICENSE

For the term of this Agreement, Caspio grants to you a limited, non-transferable, non-exclusive right to access and use its proprietary, commercially available Service for your internal business use. The Service is made available to you and your users solely as a hosted service over the Internet, and nothing in this Agreement obligates Caspio to deliver or make available any copies of computer programs or code to you. You may not rent, lease, distribute, or resell the Service, or use the Service as the basis for developing a competitive solution (or contract with a third party to do so), or remove or alter any logos, branding, trademark, patent or copyright notices, confidentiality or proprietary legends, or other notices or markings that are on or in the Service.

If you are using a Free plan you (i) shall not hide or otherwise tamper with Caspio branding on your applications; (ii) shall maintain accurate contact information; and (iii) shall not sign up for more than one free account. At any time Caspio may, in its sole discretion, immediately terminate your Service if any of these requirements are not met, or change or discontinue the Free plan entirely.

Caspio may make available (i.e., through a Marketplace or otherwise) third party products, plug-ins, connectors or services and implementation and other consulting services ("Non-Caspio Applications"). Any use by you of any Non-Caspio Applications, and any exchange of data between you and any Non-Caspio provider, is solely between you and the applicable Non-Caspio provider, and Caspio does not warrant or support any such activity, including whether designated by Caspio as "Certified" or otherwise (specifically, Caspio is not responsible for any disclosure, modification or deletion of Customer Data arising from any Non-Caspio Applications or providers). The Services may contain features designed to interoperate with Non-Caspio Applications; however, Caspio does not guarantee the continued availability of such Service features, and may cease providing them at any time for any reason without Customer refund, credit, or other recourse.

The Service may include AI Tools. "AI Tools" means the artificial intelligence and machine learning tools provided by Caspio. You may elect whether or not to use AI Tools as part of the Service. If you do so elect, Caspio hereby grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use the AI Tools during the term and solely for the intended purpose as set forth herein. The use of the AI Tools is subject to your compliance with any and all applicable laws and this Agreement. While Caspio employs appropriate technical and organizational measures to ensure the security and confidentiality of data processed through the AI Tools, you assume full responsibility for the use of the AI Tools. You also agree to indemnify and hold Caspio harmless against any claims, damages, losses, liabilities, costs, and expenses arising from your use of the AI Tools.

Finally, Non-Caspio providers and Non-Caspio Applications may use artificial intelligence and machine learning tools ("AI") and personal data that may be associated or included therewith. If you choose to access any Non-Caspio Applications, Caspio is not responsible for the manner in which the AI is deployed or any use of personal data incorporated in the AI through Non-Caspio providers. You must consult the terms of use and privacy policies of those Non-Caspio providers and any Non-Caspio Applications for their policies on the use of AI.

3. YOUR DATA PROTECTION RESPONSIBILITIES

You understand that Caspio offers a platform for creating applications. The platform provides many security features, which vary by edition. Nevertheless, it is your responsibility to build applications in accordance with security best practices and applicable data protection laws, including laws related to the use of AI and AI governance. You expressly acknowledge that your users have the capability to download data, create API tunnels, as well as authorize third-party services to view or manipulate the data and files stored in your account. You are also able to build applications that allow public or authorized users to view or download data. It is your responsibility to ensure that your account users are properly trained in the use of these features and follow all applicable data protection laws, data management security best practices, and your company's policies. You hereby acknowledge that you and your personnel could intentionally or inadvertently expose your data to unauthorized users if proper practices and procedures for building secure applications are not followed. Further, you alone shall be responsible and liable for any unauthorized or unintentional data disclosure that may occur from the acts, omissions, or negligence of you, your personnel or the end user.

4. USAGE RULES/RESTRICTIONS

The Service is offered to you to help you with the operation of your business. You may not access the Service if you are a competitor of Caspio, or for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not, without Caspio's prior written consent, allow any employee or consultant to perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan.

You shall not to use the Service to (i) conduct any business that is unlawful; (ii) infringe or otherwise violate a third party's rights; (iii) collect information about third parties without their express consent; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (v) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (vi) send or store infringing, obscene, pornographic, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (vii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (viii) facilitate online real money gambling, real money games of skill, or real money lotteries, including online real money casino, sports books, bingo, or poker, that in any way involve the collection and/or disbursement of gambling funds by or through Caspio's platform; (ix) facilitate or support any pyramid or Ponzi schemes, matrix programs, or other "get rich quick" scheme; (x) facilitate or participate in any phishing scheme; (xi) attempt to gain unauthorized access to the Service or its related systems or networks; or (xi) falsify the origin of an email by forging the sender address or email header.

Caspio reserves the right to disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, from the Service, at Caspio's sole discretion, without any notice.

5. SUSPENSION DUE TO HARM

Caspio may suspend your account if it reasonably concludes that the activity of your account is unlawful, or causes harm to Caspio and/or others. If we suspend your access to the Service, we will use commercially reasonable efforts to notify you and to resolve the issues causing the suspension. Caspio shall not be liable to you or to any third party for any suspension under such circumstances. It is your responsibility to ensure that the contact information in your account is accurate for reaching you or your representative.

6. FEES

Fees and any other charges for the use of the Service and for any add-ons and overages are described on the Order Form or Caspio website. These may include "soft" caps for which temporary overage fees apply for excess use, or "hard" caps that automatically transfer you to the next plan tier once the cap is exceeded. Fees may change from time to time, and if we change them we will give you at least 30 days' notice; your continued use of the Service after the effective date indicates your agreement with the new fees and charges. Any change to fees and other charges will not be applicable to the Term in which the change is made.

7. LATE PAYMENT

All Service fees are billed in advance according to your chosen billing cycle. Overage fees are billed monthly arrears. All Fees shall be paid in United States dollars unless otherwise agreed to. If undisputed amounts are not paid within thirty (30) days your account is automatically suspended. Suspended accounts including their data and applications are automatically deleted thirty (30) days after suspension. Reactivation of a suspended account requires the payment of all past due invoices and the reactivation fee.

You must notify Caspio within fifteen (15) days of the end of a billing cycle regarding any amount in dispute and must include reasonable detail regarding such dispute.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

You retain all rights, title and interest to all the data that you, your employees or your app end users upload or submit to your account in the course of using the Service "Customer Data". You, not Caspio, shall have sole responsibility for the accuracy, quality, integrity, legality, deletion, correction, reliability, appropriateness, and intellectual property ownership or right to use the uploaded, submitted or exported Customer Data, and Caspio shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data, or any use or export of such Customer Data from your Caspio account. Caspio reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including non-payment or unlawful use of the Services, however this right shall not infringe upon a data subject's right under any applicable data protection laws. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Caspio shall have no obligation to maintain or forward any Customer Data.

Caspio shall own all rights, title and interest in and to all intellectual property rights in the Service and software, and transactional and performance data. The license granted to you does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Caspio.

9. FAIR USE

Many Caspio plans do not impose fixed limits on the usage of certain resources (e.g. data transfer, triggered actions, API profiles). Our intention is to provide simple pricing plans that allow customers to enjoy our services with as much freedom and little concern as possible.

These plans are suitable for 99% of our customers. The usage of about 1% of our customers fall outside what we consider "Fair Use" and they will be contacted by our staff to consider a more appropriate plan. Many factors determine Fair Use for any given account, such as the overall size of the account, length of the relationship, level of commitment, industry, geographic region, and customer engagement factors. As an example, a media customer on a small plan that publishes a single DataPage with very high usage will be contacted to convert to a custom plan designed for high-usage patterns.

10. UPGRADES AND UPDATES

Caspio reserves the right to enhance, upgrade, or modify the Service with or without notice to you. At Caspio's sole discretion some upgrade and updates may be made available to you free of charge and some other features and functionalities may require additional fees if you choose to use them. There may be times when Caspio needs to remove or modify existing features or functionality of the Service or stop providing a Service. Caspio may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work, and support may not be available for preview or beta versions of features or Services. Features that are available in a preview or beta version may require a fee or plan upgrade in the final release.

11. CONFIDENTIAL INFORMATION

For purposes of this Agreement, confidential information shall include Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential ("Confidential Information"). Notwithstanding any definition contained within, personally identifiable information shall be considered confidential. Each party shall: (a) keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement; and (c) protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). Either party may disclose Confidential Information on a need-to-know basis to its employees or contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of the Services. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing

party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section will not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority or regulation. With respect to any information received by either party from the other as a result of any other relationship between the parties other than in the course of performance hereunder (e.g., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any applicable Nondisclosure Agreement (or similar agreement) executed between the parties.

12. TAXES

All payments, fees and other charges payable by you to Caspio under this Agreement are exclusive of all federal, state, local and foreign taxes, levies and assessments. You are responsible for the payment of all such taxes, levies and assessments imposed on you or Caspio arising out of this Agreement, excluding any tax based on Caspio's net income.

13. WARRANTIES

Caspio represents and warrants that (i) Caspio has all rights necessary to grant to you the rights set forth in this Agreement; (ii) the Service will perform substantially in accordance with the user manuals and/or technical requirements documents that are generally provided by Caspio in connection with the Service. EXCEPT FOR THE FOREGOING, THE SERVICE AND THE SOFTWARE ARE PROVIDED "AS IS" AND CASPIO HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE, SOFTWARE, DOCUMENTATION, DELIVERABLES AND OTHER MATERIALS AND/OR SERVICES. CASPIO DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE OR SERVICE IS ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICE.

14. LIMITATION OF LIABILITY

In no event will either party be liable for any indirect, consequential, special, punitive, or exemplary damages arising out of this Agreement. The aggregate liability of either party to the other with respect to this Agreement is limited, to the extent possible under applicable law, to the fees collected by Caspio from you pursuant to this Agreement in the twelve months preceding the imposition of liability.

16. INDEMNIFICATION

Caspio will, at its expense, defend or at its option, settle any claim brought against you that the Service infringes any copyright, patent, trade secret, or any other proprietary right of any third party and will pay any final judgments awarded or settlements entered into; provided that you give prompt written notice to Caspio of any such claim and give Caspio the authority to proceed as contemplated herein. Caspio has the exclusive right to defend any infringement claim and make settlements thereof at its own discretion, and you may not settle or compromise such claim except with prior written consent of Caspio. You must give such assistance and information as Caspio reasonably requires.

In the event any infringement claim, action or allegation is brought or threatened, Caspio may, at its sole option and expense: (i) procure for you the right to continue use of the Service or infringing part thereof; (ii) modify, amend, or replace the Service or infringing part thereof, with other software having reasonably comparable capabilities; or, if neither of the foregoing is commercially practicable, (iii) terminate this Agreement and refund to you the prorated amount of the fees prepaid by you that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired Term.

The foregoing obligations will not apply to the extent the infringement arises as a result of: (i) any use of the Service in a manner other than as specified in this Agreement; (ii) any use of the Service in combination with other products, equipment, devices, software, systems or data not supplied by Caspio to the extent such claim is directed against such combination; or (iii) any alteration, modification or customization of the Service made by any party other than Caspio or Caspio's authorized representative if such infringement would not have occurred without such modification or combination.

This Section states the entire liability of Caspio with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

you shall indemnify, hold harmless and defend Caspio, at your expense, against any and all third-party claims, actions, proceedings, and suits brought against Caspio or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by Caspio or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your use of the Services to serve applications and data to your end users, or (ii) your breach of this Agreement, (iii) your negligence or willful misconduct in connection with the Service, or (iv) your violations of applicable law in connection with the Services.

17. COMPLIANCE WITH LAWS

Each party must comply with all laws, rules or regulations applicable to such party's activities in relation to this Agreement, including export control laws of the United States which are applicable to the Service.

This Agreement includes the Caspio Data Processing Agreement (DPA) which is incorporated herein. By agreeing to this Agreement, you also agree to the terms of the DPA. You may opt out of the DPA in its entirety by submitting a formal request to Caspio. If you choose to opt out, you will be prohibited from using the Services to process personal data regulated by the General Data Protection Regulation of the European Union (EU 2016/679).

Should you wish to use the Services in such a way to make you and your application(s) subject to other industry-specific regulations, you will be solely responsible for compliance with such regulations. Further, you may not use the Services in such a way that would subject Caspio to those regulations without obtaining Caspio's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "Protected Health Information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate Business Associate Agreement ("BAA") with Caspio and subscribing to a HIPAA-enabled service plan. To request a BAA or HIPAA-enabled service plan, contact Caspio.

Caspio does not, and will not provide you with any legal advice, directly or implied, regarding compliance with data privacy or other relevant laws, rules or regulations in the jurisdictions in which you use the Service ("Laws"). you understand that the Service can be configured and used in ways that do and do not comply with Laws and it is your sole responsibility to monitor its compliance and your employee's compliance with all relevant Laws.

18. SEVERABILITY AND WAIVER

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

19. GOVERNING LAW

Unless prohibited by law, This Agreement shall be governed by and construed in accordance with the laws of the state of California without regard to its conflicts of laws or its principles. you agree, in the event any claim or suit is brought in connection with the Caspio's provision of the Services to you, to submit to the jurisdiction of the state of California, and agree to the courts of Santa Clara County, California as the appropriate forum. IN NO EVENT MAY THIS AGREEMENT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

20. U.S. GOVERNMENT RIGHTS

If the use of the Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Software or Documentation, shall be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

21. ASSIGNMENT; CHANGE IN CONTROL

This Agreement may be assigned by Caspio to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any actual or proposed change in control of you that results or would result in a direct competitor of Caspio directly or indirectly owning or controlling 50% or more of you shall entitle Caspio to terminate this Agreement for cause immediately upon written notice.

22. NOTICES

All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by overnight courier or, in the case of notices to Customer, by email, addressed as follows:

To Customer: By email to the Account's primary email address (as may be updated by Customer from time to time).

To Caspio: Caspio, Inc., Attn: Legal Department, 1286 Kifer Road, Suite 107, Sunnyvale, CA 94086 USA with a copy by email to legal@caspio.com or to such other persons or places as Caspio may from time to time designate by written notice to Customer.

Agreed and Accepted:

Caspio, Inc	Customer: Whatcom County
By: _____	By: _____
Name: Napoleon Valdez	Name: Satpal Singh Sidhu
Title: VP, Commercial Sales, Americas	Title: County Executive
Date: _____	Date: _____

Attachments:
A – Privacy Statement
B – Data Processing Agreement
C – Service Level Agreement (if applicable)
D – Consulting Services Agreement (if applicable)
E – Solutions Package Agreement (if applicable)
F – Business Associate Agreement (if applicable)
G –Managed Application Services Agreement (if applicable)

ATTACHMENT A TO CASPIO MASTER SERVICE AGREEMENT

Caspio Privacy Statement

Caspio is committed to respecting your privacy and has developed this Privacy Statement to demonstrate its transparency and commitment to protecting your information. This statement is provided to explain our information practices and the choices you can make about the way your information is collected and used.

This statement applies to our websites, sales and technical calls with you, products and Services. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Caspio Master Service Agreement.

1. SCOPE

This Privacy Statement explains how we collect, use and disclose information, including Personal Data, in connection with Caspio Services. For these purposes, "Personal Data" means information related to an identified natural person or that could reasonably be used (by itself or in combination with other data reasonably available) to identify a natural person.

This Privacy Statement describes the choices available to you regarding our use of your Personal Data and how you can access and update this information. This statement also covers our treatment of any Personal Data that our business partners share with us or that we share with our business partners.

2. INFORMATION WE COLLECT

When you visit our websites, register for the Service, speak with us on sales or technical calls, or request more information about Caspio Services, we may request that you provide Personal Data about yourself, we may record a live encounter, and we collect navigational information. In some cases, if you do not provide sufficient Personal Data, we may not be able to provide all of our products and services.

PERSONAL DATA

Caspio collects Personal Data such as name, title, phone number, email address, mailing address, and IP address. Additionally, when you sign up for a Caspio paid service, we collect your billing information, including your credit card number, expiration date, and billing address. Caspio may also receive Personal Data from its business partners based on your consent.

NAVIGATIONAL INFORMATION

Caspio also automatically collects navigational information such as your browser including your browser type, referrer page, domain name, access time, entry page, exit page, operating system type, and search engine keywords used.

COOKIES AND OTHER TRACKING TECHNOLOGIES

As is true of most websites, Caspio and our third-party partners, such as our advertising and analytics partners, use cookies and other tracking mechanisms (web beacons, device identifiers and similar technologies) to recognize you across websites and provide certain functionality. Caspio uses cookies and similar technologies to administer our websites, monitor behavioral trends to improve our content and Services, and protect the security of Caspio Services. For more information, please see Caspio's Cookie Policy at https://www.caspio.com/cookie-policy, where we have provided a mechanism to opt out of certain cookies and tracking technologies.

The Caspio Platform Service uses cookies tied to Personal Data for their essential operation, such as maintaining the security of authenticated user sessions. While you can disable cookies used in the Caspio Platform Service at the browser level, it is not recommended because certain features and/or controls may not function as designed or as required to effectively and securely use the Service.

SURVEYS

From time to time, Caspio may invite you to participate in an online survey administered by Caspio or a third-party agent. In addition to questions about your experience with Caspio Services, these surveys include Personal Data such as name and email, and may request additional profile information. The results of these surveys help us better understand the needs of our customers in order to improve Caspio Services, and may be shared in aggregate format with third parties.

TESTIMONIALS

We display personal testimonials of satisfied customers on our website in addition to other endorsements. With your consent, we may post your testimonial along with your name, company, title, logo, or profile photo.

REFERRALS

Caspio may invite you to participate in a referral program to inform your colleagues and friends about Caspio Services. If you choose to use our referral service to tell a friend about Caspio Services, we will ask you for your friend's name and email address, which we understand you are authorized to provide.

3. HOW WE USE YOUR INFORMATION

Caspio uses the information we collect through our websites and Services to measure our business success, to identify effective ways to communicate with or educate our customers and prospects, to meet requests for certain product features and services, and to communicate about product updates and service incidents.

Caspio acts as an agent (the data processor) for each of our customers, in that Caspio processes Personal Data only on the instructions from our customers (the data controller). As per our customer agreements, Caspio does not access or make use of any data collected on the customer's behalf except as necessary to provide our services to that customer. We do not aggregate, transfer, or otherwise disclose it to anyone but the customer, or pursuant to the customer's instructions. We do, however, reserve the right to disclose data we collect if required by law or valid order of a court or other governmental authority.

Our legal basis for collecting and processing your Personal Data when you evaluate Caspio Services, register for a Caspio account, or purchase Caspio Services is based on the necessity to perform a contract or take steps enter into a contract. Our legal basis for collecting and processing your Personal Data when you subscribe to receive Caspio marketing emails is based on consent. There may be instances where processing Personal Data is in our legitimate interests (which is not overridden by your data protection interests), such as for research and development, to market and promote Caspio Services, and to protect our legal obligations and interests.

4. INFORMATION WE SHARE

Caspio will not rent, sell, or share Personal Data about you with third parties except to provide services that you have requested, when we otherwise have your permission, or under the following circumstances:

- When we need to disclose Personal Data to third-party agents that work on our behalf in order to provide Caspio Services, but only to the extent needed to enable them to provide such services. For example, Caspio uses third party agents for infrastructure hosting services and payment processing. All such third parties function as our agents performing services at our instruction and on our behalf pursuant to contracts which require they provide an equivalent level of privacy protection as is required by this Privacy Statement and any applicable data processing agreement in place.
- When we need to transfer your Personal Data to provide you with a service or product you are requesting through a Caspio business partner. For example, if you sign up for a Caspio account through one of our authorized resellers.
- When we conform to edicts of the law (i) in the event that we believe that the Services are being or have been used to commit unlawful acts; or (ii) if the information is subpoenaed or requested pursuant to any court order or lawful request by public authorities, including to meet national security or law enforcement requirements; provided, however, that, where permitted by applicable law, we shall provide you with email notice, and opportunity to challenge the subpoena/court order, prior to disclosure of any personal information pursuant to a subpoena.
- When you have violated our agreements for the Caspio Services you are using or have used.
- When we act under exigent circumstances to protect the personal safety of our customers or the public.
- If we (or our assets) are acquired, or if we go out of business, enter bankruptcy, or go through some other change of control, Personal Data could be one of the assets transferred to or acquired by a third party.

5. HOW TO ACCESS AND UPDATE YOUR INFORMATION

You have the ability to access, change and delete the Personal Data you submitted when you registered for the Service. If you are a registered Caspio account user, you can access, change and delete your Personal Data at any time by signing into your account and editing your profile (under the Account option). If you are unable to sign into your account, reset your password or contact Caspio Support. Caspio takes steps to verify your identity before granting access to your account or Personal Data.

EUROPEAN PRIVACY RIGHTS

Caspio acknowledges that you have the right to control your Personal Data, as provided by applicable data protection laws, including:

- You can request access, correction, updates, portability and/or deletion of your Personal Data.
- You have the right to object to Caspio processing your Personal Data and request the processing be restricted.
- If you have consented to the processing of your Personal Data, you have the right to change your mind at any time, but this will not affect any processing that has already taken place, nor will it affect any processing that is required for legal obligations.
- If we are unable to solve your request to your satisfaction, you have the right to complain to a data protection authority.

To exercise any of these rights, you can submit your request by contacting us at https://www.caspio.com/contact-caspio-privacy or by mail to Caspio, Inc., Attention: Privacy, 1286 Kifer Road, Suite 107, Sunnyvale, CA 94086 USA. We will respond to your privacy requests within 30 days' and notify you of the action(s) we have taken or required steps to fulfill the request.

Your requests to access, correct, or delete Personal Data may be restricted in certain situations, for example, if fulfilling the request would compromise Personal Data about another individual, or if you ask to delete information which Caspio, Caspio business partners, or Caspio account owners are permitted by law or have compelling legitimate interests to keep.

If Personal Data pertaining to you as an individual has been submitted to us by a Caspio customer and you wish to exercise any rights you may have to access, correct, or delete such data, please inquire with our customer directly and Caspio will respond to the customer's request within 30 days'.

CALIFORNIA PRIVACY RIGHTS

California residents may request certain information regarding Caspio's disclosures in the prior calendar year, if any, of their Personal Data to third parties for their own direct marketing purposes. If you are a California resident, you can make such a request by contacting us at https://www.caspio.com/contact-caspio-privacy. You must clearly state the nature of your California Privacy Rights request and provide sufficient information for us to process your request; at a minimum your name, email address, and California postal address.

YOUR CHOICES

At any time, you can unsubscribe from our marketing emails by accessing our unsubscribe page at https://www.caspio.com/unsubscribe, or by clicking on the "unsubscribe" link located at the bottom of our marketing emails.

We reserve the right to send you account-related communications, such as service announcements and administrative messages, that are considered part of your Caspio Service, and we do not offer you the option to opt out of these messages.

6. INTERNATIONAL DATA TRANSFERS

Because Caspio offices and Services are globally dispersed, we may process information in many countries, and therefore your Personal Data may be transferred to servers located in different geographical areas. Caspio processes information as both a data controller and a data processor, and we take the necessary steps in these distinct capacities to ensure the protection for international transfers in compliance with applicable data protections laws and regulations.

Caspio complies with the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Caspio has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of personal data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF.

Caspio has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this privacy policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view our certification, please visit https://www.dataprivacyframework.gov/.

The Federal Trade Commission has jurisdiction over Caspio's compliance with the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

Caspio uses a limited number of third-party service providers to assist us in providing our services to customers. These third-party providers offer the services outlined previously. These third parties may access, process, or store personal data in the course of providing their services. Caspio maintains contracts with these third parties restricting their access, use and disclosure of personal data in compliance with our Data Privacy Framework obligations, including the onward transfer provisions, and Caspio remains liable if they fail to meet those obligations and we are responsible for the event giving rise to damage.

In compliance with the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF, Caspio commits to refer unresolved complaints concerning our handling of personal data received in reliance on the EU-U.S. DPF and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. DPF to JAMS, an alternative dispute resolution provider based in the United States. If you do not receive timely acknowledgment of your DPF Principles-related complaint from us, or if we have not addressed your DPF Principles-related complaint to your satisfaction, please visit the JAMS DPF page for more information or to file a complaint. The services of JAMS are provided at no cost to you.

7. DATA SECURITY AND INTEGRITY

The security of your Personal Data is important to us. We use robust security measures to protect the Personal Data submitted to us, both during transmission and once it is received. All information transferred within the Caspio Platform Service, customers' deployed applications, and the Caspio website(s) is automatically served through a secure connection (HTTPS). However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. While Caspio has implemented and will maintain appropriate security measures to protect your Personal Data, we cannot guarantee its absolute security. We use commercially acceptable means to maintain the integrity of your Personal Data and have implemented physical, technical, and administrative safeguards to protect your data from unauthorized access, use, disclosure, and destruction.

8. DATA RETENTION

We retain Personal Data that you provide to us where we have an ongoing legitimate business need to do so (for example, as long as is required in order to contact you about Caspio Services, or as needed to comply with our legal obligations, resolve disputes and enforce our agreements).

We regularly review collected data and set data retention policies in order to delete data in accordance with contractual agreements, legal obligations and applicable data protection laws.

9. CHILDREN AND PRIVACY

Caspio Services are intended for adults. We do not intentionally or knowingly collect Personal Data from children as defined by applicable law, and we request that children not submit any Personal Data to us. If you are aware that your child or any other child is using our Services, please contact us at https://www.caspio.com/contact-caspio-privacy.

10. DO NOT TRACK RESPONSE

Certain web browsers may allow you to enable a “do not track” option that sends signals to the websites you visit indicating that you do not want your online activities tracked. However, some browsers with the “do not track” option selected may still accept cookies. Because there is no industry standard for how companies should respond to “do not track” signal, we do not respond to “do not track” signals at this time. If we do so in the future, we will modify this statement accordingly.

11. MATERIAL CHANGES

We reserve the right to make changes to this statement at any time to reflect changes to our data practices, so please review it frequently. Should we make material changes to the manner in which your Personal Data is processed, we will notify customers via email (sent to the email address specified in the user profile) and also post a notice on our website and Services.

12. CONTACT CASPIO

To comment or ask questions about this Privacy Statement and our data practices, or if you need to update, change or remove your information, contact us at https://www.caspio.com/contact-caspio-privacy or at the address below:

Caspio, Inc., ATTN: Privacy, 1286 Kifer Road, Suite 107, Sunnyvale, CA 94086 USA or privacy@caspio.com

ATTACHMENT B TO CASPIO MASTER SERVICE AGREEMENT

Data Processing Agreement

This Caspio Data Processing Agreement ("DPA") forms part of, and is subject to the provisions of, the Caspio Master Service Agreement Platform Terms of Service ("Terms of Service"). Capitalized terms that are not defined in this DPA have the meanings set forth in the Terms of Service.

Please submit inquiries pertaining to this DPA by contacting Caspio at https://www.caspio.com/contact-caspio-privacy.

1. DEFINITIONS

The following definitions apply solely to this DPA:

"Account" means your password-protected account for use of the Service and for billing in connection with such use. Your Account may be a trial, free, or a paid subscription to the Service.

"Customer Data" means the Personal Data that is collected by or uploaded to the Service and processed in your Account.

"Data Controller", "Data Subject", "Personal Data", "Process," "Processing", "Processor" and "Data Processor" have the meanings given in the EU Data Protection Law.

"End Users" means your users, visitors or customers who may submit Customer Data that you control using the Service.

"EU Data Protection Law" means any data protection or data privacy law or regulation of any European Economic Area ("EEA") country applicable to Customer Data including, as applicable, the GDPR and the e-Privacy Directive 2002/58/EC.

"GDPR" means the EU General Data Protection Regulation 2016/679.

"Security Incident" means an actual breach of security of the Service or Caspio's systems used to process Customer Data that leads to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data transmitted, stored or otherwise processed by Caspio in the context of this DPA.

"Sub-Processor" means an entity engaged by Caspio to process Customer Data.

2. APPLICABILITY

This DPA only applies to you if you or your End Users are data subjects located within the EEA or the United Kingdom and only applies in respect to personal data (as defined by the EU Data Protection Law). You agree that Caspio is not responsible for Personal Data that you have elected to process through third party services or outside of the Service, including the systems of any other third-party cloud services, offline or on-premises storage.

3. DETAILS OF DATA PROCESSING

Subject Matter. The subject matter of the data processing under this DPA is personal data as defined in the EU Data Protection Law.
Duration. The duration of the data processing under this DPA is for the lifetime of the relationship between you and Caspio as determined by your use of the Service.
Purpose. The purpose of the data processing under this DPA is the provision of the Service as initiated by you.
Nature of the Processing. The provision of the Service, including computing, storage and such other Caspio Services at your instruction.
Type of Personal Data. Customer Data relating to your End Users, staff or other individuals whose personal data is processed as part of the Caspio Service in accordance with instructions given through your Account.
Categories of Data Subjects. End Users and any other individual's personal data that you use the Service to process in accordance with EU Data Protection Law.

4. PROCESSING ROLES

This DPA applies when Customer Data is processed by Caspio. In this context, Caspio will act as "data processor" or "sub-processor" to the Customer who may act either as "data controller" or "data processor" with respect to Customer Data (as defined by EU Data Protection Law).

5. DESCRIPTION OF PROCESSING ACTIVITIES

We will process Customer Data for the purpose of providing you with the Service, as may be used, configured or modified from within your Account. For example, depending on how you use the Service, we may process your Customer Data in order to (a) collect, organize, report or analyze data from your End Users through Caspio-powered forms and applications that may be directly embedded on your website; (b) email your End Users on your behalf at your instruction; or (c) authenticate your authorized End

Users so they can access data and applications that you control. There may be other processing activities undertaken by Caspio pursuant to the manner in which you design or employ the Service.
We will process your Customer Data for the Purpose and in accordance with the Terms of Service or instructions you give us through your Account. You agree that the Terms of Service and the instructions given through your Account are your complete and final instructions to us in relation to your Customer Data. Additional instructions outside the scope of this DPA require prior written agreement between you and us, including agreement on any additional fees payable by you to us for carrying out such instructions.

6. COMPLIANCE WITH LAWS

You will ensure that your instructions comply with all laws, regulations and rules applicable in relation to your Customer Data and that your Customer Data is collected lawfully by you or on your behalf and provided to us by you in accordance with such laws, rules and regulations. You will also ensure that the processing of your Customer Data in accordance with your instructions will not cause or result in us or you breaching any laws, rules or regulations (including EU Data Protection Law).You are responsible for reviewing the information available from us relating to data security pursuant to this Agreement, and making an independent determination as to whether the Service meets your requirements and legal obligations as well as your obligations under this DPA.
Caspio will not access or use your Customer Data except as provided in this Agreement, as necessary to maintain or provide the Service, or as necessary to comply with the law or binding order of a governmental, law enforcement or regulatory body.
You are responsible for any liability or expenses arising from Caspio's compliance with your instructions or requests pursuant to the Terms of Service that fall outside the standard functionality made available through the Service, including the cost of transferring Customer Data to third-party- services outside of the Service.

7. NOTIFICATION OF SECURITY INCIDENT

We will (a) provide you notice without undue delay after becoming aware of and confirming the occurrence of a Security Incident for which notification to you is required under applicable EU Data Protection Laws; and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. We will deliver such notification to one or more of Customer's account administrators by any means we select, including email. We will provide you with such information about the Security Incident as we are reasonably able to disclose to you, taking into account the nature of the Service, the information available to us and any confidentiality restrictions on disclosing the information. Our obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Caspio of any fault or liability of Caspio with respect to the Security Incident. Notwithstanding any of the foregoing in this Section, Caspio's obligations under this Section do not apply to incidents that are caused by you, any activity in your Account, and/or third-party services.

8. REASONABLE ASSISTANCE WITH COMPLIANCE

We will, to the extent that you cannot reasonably do so through the Service, your Account or otherwise, provide reasonable assistance to you in the event of an investigation by a competent regulator, including a data protection regulator or similar authority, if and to the extent that such investigation relates to the processing of Customer Data by Caspio on your behalf in accordance with this DPA, taking into account the nature of the Service and information available to us. Caspio may charge you a reasonable fee for such requested assistance except where such investigation arises from a breach by Caspio of the Terms of Service or this DPA, to the extent permitted by applicable law.

9. SECURITY MEASURES

Caspio shall at all times during the duration of the Terms of Service and this DPA employ good industry practice to implement and maintain appropriate technical and organizational measures to protect Customer Data in accordance with EU Data Protection Law. At your request, Caspio will provide a written description of the security measures being taken at the time of the request, subject to your prior execution of a non-disclosure agreement with Caspio. We may change our security measures at any time, but will not do so in a way that adversely affects the security of Customer Data. We take steps to ensure that any natural person acting under our authority does not process Customer Data except upon our instruction, unless such person is required to do so under applicable law, and that personnel authorized by us to process Customer Data have committed themselves to relevant confidentiality obligations or are under an appropriate statutory obligation of same.

10. SUB-PROCESSORS

You agree that we may share your Customer Data with Sub-Processors in order to provide you the Service. To the extent applicable to the nature of the service provided by such Sub-Processor, we will impose contractual obligations on our Sub-Processors (and contractually obligate our Sub-Processors to impose contractual obligations on any further sub-contractors which they engage to process Customer Data) that provide the same level of data protection for Customer Data in all material respects as the contractual obligations imposed in this DPA.
Our current Sub-Processors are listed in Exhibit A below. Caspio will notify you in advance (by email and by notice within the Service) of any changes to the list of Sub-Processors, except for emergency replacements or deletions of Sub-Processors without replacement. If you reasonably object to any Sub-Processor related to data protection concerns, we will use commercially reasonable efforts to make available to you a means of avoiding the processing by the protested Sub-Processor. If we are unable to

make available such suggested changes within a reasonable period of time, we will notify you and you may cancel or terminate your Account or, if possible, only the areas of the Service that involve use of such Sub-Processor.
Except as set forth in this section, or as you may otherwise authorize, we will not permit any Sub-Processor to access your Customer Data. Except as set forth in this section, if you object to any Sub-Processors, you may not use or access the Service. Caspio will remain responsible for any acts or omissions of any Sub-Processor or their further sub-contractors that process your Customer Data and cause Caspio to breach any of Caspio's obligations under this DPA, solely to the extent that Caspio would be liable under the Terms of Service if the act or omission was Caspio's own.

11. CONFIDENTIALITY

Caspio shall ensure that any person it authorizes to process Customer Data shall protect the Customer Data in accordance with Caspio's confidentiality obligations under the Terms of Service and this DPA. Caspio will not disclose Customer Data to any government or any other third party, except as necessary to comply with the law or a valid and binding order of a law enforcement agency (such as a subpoena or court order).

12. INFORMATION REQUESTS

Caspio shall make available to you all information necessary to demonstrate its compliance with the obligations in this DPA and allow for and contribute to audits, conducted by you or an auditor authorized by you. Caspio will inform you if, in its opinion, an instruction infringes on EU Data Protection Laws. Caspio will also assist you with conducting any legally required data protection impact assessments (including subsequent consultation with a supervisory authority), if so required by the EU Data Protection Law, taking into account the nature of processing and the information available to Caspio. Caspio may charge a reasonable fee for such assistance with information requests, audits, or impact assessments, as permitted by applicable law.

13. DATA SUBJECT REQUESTS

You are responsible for handling any requests or complaints from Data Subjects with respect to their personal data processed by Caspio as Customer Data under this DPA. Caspio will provide reasonable and timely response notifying you if we receive any such requests or complaints, unless prohibited by applicable law.

14. DATA TRANSFERS

You authorize us to transfer Customer Data away from the country in which such data was originally collected, in particular the U.S. We will transfer Customer Data to outside the EEA using the principles of any lawful data transfer mechanism that is recognized under EU Data Protection Law as providing an adequate level of protection for such data transfers.

15. RETURN OR DELETION OF CUSTOMER DATA

The Service provides features that allow the Customer (the data controller) to download and delete Customer Data. Upon termination of your Account for any reason, Caspio will delete Customer Data in accordance with our data retention policies and legal obligations, or at your request by contacting Caspio at https://www.caspio.com/contact-caspio-privacy. Your requests to return or delete Customer Data may not be fulfilled to the extent that Caspio is otherwise required by legal obligations or EU Data Protection Law.

16. LIMITATIONS OF LIABILITY

The liability of each party under this DPA is subject to the exclusions and limitations of liability set out in the Terms of Service. You agree that any regulatory penalties or claims by Data Subjects or others incurred by Caspio in relation to Customer Data that arise as a result of, or in connection with, your failure to comply with your obligations under this DPA or EU Data Protection Law shall count towards and reduce Caspio's liability under the Terms of Service as if it were liability to the you under the Terms of Service.

17. CONFLICT AND TERMINATION OF AGREEMENTS

In the event of a conflict between this DPA and the Terms of Service, this DPA will prevail. This DPA shall continue in force until the termination of the Terms of Service.

EXHIBIT A to ATTACHMENT B: Caspio Sub-Processors as of the Effective Date

Amazon Web Services, Inc.
Twilio Inc.
OpenAI OpCo, LLC ("OpenAI")

ATTACHMENT C TO CASPIO MASTER SERVICE AGREEMENT

Service Level Agreement

This Service Level Agreement ("SLA") applies to customers with an active Caspio Platform Plan that includes an SLA.

1. DEFINITION

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Caspio Master Service Agreement Platform Terms of Service ("Terms of Service").

2. UPTIME GUARANTEE

We provide a 99.9% uptime guarantee. This means that for any given month, while unlikely, it is possible that the Caspio Platform may experience an average downtime of up to 2,678 seconds excluding scheduled maintenance. If cumulative outage exceeds 2,678 seconds in a month, we will credit 5% of your base monthly recurring fee for the affected account, per hour of downtime.

THE TOTAL CREDIT ALLOWANCE PER MONTH IS CAPPED AT 100% OF THAT MONTH'S MONTHLY RECURRING FEE FOR THE AFFECTED ACCOUNT.

This guarantee covers only Caspio's application and database servers. This guarantee does not apply to third-party services including email/SMS delivery, scheduled tasks, data import/export tasks, payment processors, and CDN services.

3. SCHEDULED MAINTENANCE

Scheduled Maintenance means any maintenance on the equipment and services that affect the uptime of the Caspio Platform, for which you at least 24 hours' notice will be provided to your account administrator by a method elected by Caspio (email or telephone).
Nothing in this SLA shall prevent Caspio from conducting emergency maintenance on an as-needed basis. In the event that scheduled maintenance may unduly affect your operations, it shall be your responsibility to so notify Caspio Technical Support via https://support.caspio.com to discuss any potential arrangements.

4. CREDIT PROCEDURES AND EXCEPTIONS

To be eligible for credit, you must notify us via opening a support ticket at https://support.caspio.com indicating that you wish to pursue your rights as guaranteed by this SLA within 10 days of the incident. Caspio is not required to provide SLA-guaranteed services or credits to customers who are in default of their contractual obligations. Upon opening a support ticket, we will verify the claim and if the problem is verified and meets the requirements of this SLA, we will measure downtime. Caspio monitoring systems and records shall be the information source of record for the accumulation of downtime.

Credits shall not be allowed for conditions (a) caused by you or others authorized by You; (b) due to the failure of power, facilities, equipment, systems or connections not provided by Caspio; (c) arising from the result of scheduled maintenance or upgrades where you have been notified in advance; (d) attacks (i.e. hacks, denial of service attacks, viruses) by third parties, and other acts not caused by Caspio or (e) events of force majeure, including acts of war, god, earthquake, flood, embargo, riot, sabotage, labor dispute (excluding Caspio's own employees), government act, or failure of the Internet, and actions or inactions of your personnel, affiliates and vendors.

Credits are accumulated monthly and reset at the beginning of each calendar month. Any two consecutive months in which cumulative downtime is in excess of 270 minutes shall be considered a breach of contract by Caspio and you would have the option to terminate with cause.

Credits are applied to future invoices or paid by check/wire if credit occurs in final service month.

5. OTHER LIMITATIONS

The remedies set forth in this Service Level Agreement shall be your sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Caspio failure to meet the service objectives.

ATTACHMENT D TO CASPIO MASTER SERVICE AGREEMENT

Caspio Consulting Services Agreement

BY USING OR ORDERING CASPIO CONSULTING SERVICES, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

The consulting services are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein.

1. CONSULTING SERVICES PROVIDED BY CASPIO TO YOU

1.1 Statement of Work. From time to time you may purchase consulting services from Caspio by executing a separate statement of work with Caspio ("Statement of Work" or "SOW") specifying (a) the services to be provided and/or deliverables created by Caspio; (b) a schedule for completion of Services and delivery of Deliverables; (c) the fees and other specific terms under which Caspio will provide such Services and Deliverables; and (d) any other terms upon which the parties agree. The parties may modify a SOW only by a written change order signed by both parties.

1.2 Training. Caspio will provide training services to you, if any, as specified in accordance with the rates and procedures on a SOW.

2. DELIVERY AND ACCEPTANCE

Deliverables will be deemed complete when (a) for electronic delivery, Caspio provides you with the ability to download the Deliverables; or (b) for applications, upon Caspio notifying you of the availability of the application in your Caspio account. Deliverables will be deemed accepted three (3) business days after delivery, unless Caspio receives a written notification from you.

3. YOUR OBLIGATIONS

As a condition to Caspio's obligations under this Agreement, you must provide as follows: (a) unless included through the Statement of Work, a Caspio Platform account that is required to operate the Deliverables; (b) access to your Caspio Platform account during the performance of the consulting services; and (c) cooperation and assistance in understanding, verifying and delivering the Deliverable as Caspio reasonably requests. Such cooperation and assistance will include, without limitation, timely providing to Caspio answers to questions and technical consultation.

4. PAYMENT

4.1 Fees. In consideration of the services provided, you will pay the fees specified in the applicable Statement of Work.

4.2 Expenses. You will reimburse Caspio monthly in arrears for Caspio's reasonable travel and other actual out-of-pocket expenses that were previously approved by you and incurred in furtherance of a Statement of Work. Caspio will keep complete records related to such expenses and, upon your request, will submit copies of such records with the applicable invoice.

4.3 Payment Terms. The fees under a Statement of Work are due in accordance with the schedule set forth therein. If no such schedule is provided, then Caspio will invoice you on a monthly basis, with payment due within thirty (30) days of the issuance of such invoice. Expense reimbursements are also due within thirty (30) days of invoice. In the event you pre-pay for any Services, you must request that such Services be completed within a period of one (1) year from payment date of such fees. Payments for invoices over $5,000 must be made via company check, wire transfer, or ACH transfer.

4.4 Caspio reserves the right to suspend your access to the Service and disable your Caspio Platform account for your failure to remit payment within ten (10) days of the due date. Caspio will resume providing you with access to the Service upon your payment of the amount due to Caspio under this Agreement, provided that such late payment and required account re-activation fees are received within 60 days of due date. If payments are not received within 60 days of due date, your Caspio Platform account will be purged and its data and applications (including the services provided under the Statement of Work) will be permanently deleted.

4.5 Taxes. The amounts payable to Caspio under this Agreement do not include any taxes, levies, or similar governmental charges, however designated, including any related penalties and interest. You will pay for (or reimburse Caspio for the payment of) the foregoing.

5. TERM AND TERMINATION

5.1 Agreement Term. The term of this Agreement will commence on the Effective Date of the Statement of Work and continue until terminated under Section 5.3.

5.2 Statements of Work. Unless otherwise specified therein, a Statement of Work is effective as of the date it is executed by both parties, and (unless earlier terminated pursuant to Section 5.3) will remain in effect until the work specified therein is complete.

5.3 Termination. Either party may terminate this Agreement at any time upon five (5) days' written notice if no Statements of Work are then in effect. You may terminate any or all Statements of Work at any time (but without refund) by giving Caspio thirty (30)

days' written notice. Either party may terminate for cause (a) this Agreement, inclusive of all Statements of Work, or (b) only the specific Statement of Work giving rise to the breach, by giving the breaching party written notice of termination, and specifying in such notice the alleged breach. The breaching party will have a period of thirty (30) days after such notice is served to cure the breach described therein. If the breach is cured within the thirty (30) day period, then this Agreement (or, if specified in the original notice, the particular Statement of Work designated for termination) will remain in effect. If the breach is not cured within such period, then this Agreement (or specific Statements of Work, as the case may be) will automatically terminate upon the conclusion of the thirty (30) day grace period. Either party may terminate this Agreement (including all Statements of Work) at any time for cause if the other party files a petition or seeks relief under the bankruptcy or insolvency laws of any state or the United States.

5.4 Effect of Termination. Following termination of this Agreement in its entirety (a) each party will return to the other party the Confidential Information of the other party that it obtained during the course of this Agreement; (b) all Statements of Work will terminate; and (c) you will immediately pay to Caspio outstanding fees or expenses related to this Agreement and all Statements of Work. Following termination of only a specific Statement of Work (i) each party will return to the other party the Confidential Information of the other party that it obtained during the course of performing such Statement of Work; and (ii) you will immediately pay to Caspio any outstanding fees or expenses related to such Statement of Work. Sections 5.4 and 6 through 12 will survive expiration or termination of this Agreement or any Statement of Work hereunder.

6. INTELLECTUAL PROPERTY OWNERSHIP

You maintain any and all right, title and interest in and to proprietary materials provided by you. Unless otherwise specified in a Statement of Work, all Deliverables and the copyright, trademark, service mark, trade secret, patent, patent application, moral right, contractual right of non-disclosure or any other intellectual property or proprietary right therein, however arising (the "Intellectual Property Rights"), will remain the exclusive property of Caspio or its suppliers, regardless of whether you or your agents contribute to the conception or join in the development of the deliverable.

7. CONFIDENTIALITY

"Confidential Information" means any information related to the disclosing party's products, services or business (or that of its suppliers, customers and partners) that is either (a) marked as confidential (or bears similar legend), or, if disclosed orally, is confirmed in writing as confidential within thirty (30) days after the initial disclosure; or (b) if not so marked or confirmed, is of a type that a reasonable business person under the same or similar circumstances of disclosure would understand to be confidential. Confidential Information or data is not Confidential Information to the extent that the party receiving such information (the "Recipient") can prove by credible evidence that the information or data (i) was in the public domain at the time it was communicated to Recipient; (ii) entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient; (iii) was in the Recipient's possession not in violation of any obligation of confidentiality at the time it was communicated to Recipient; (iv) was disclosed to Recipient by a third party not in any violation of any obligation of confidentiality; or (v) was developed by employees or agents of Recipient without use of or reference to the Confidential Information of the party disclosing the Confidential Information (the "Discloser"). Recipient will use Discloser's Confidential Information solely for purposes expressly permitted by this Agreement, and will disclose the Confidential Information solely to employees who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality consistent with and no less restrictive than the duty hereunder. Recipient will protect Discloser's Confidential Information from unauthorized access or disclosure in the same manner as it protects its own confidential or proprietary information, but in no event less than reasonable care. Recipient may disclose Discloser's Confidential Information to third parties to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient promptly notifies Discloser in writing of such required disclosure and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure. Neither party will disclose any terms of this Agreement or any SOW to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except in connection with a proposed merger (of any kind), or any debt or equity financing or any public offering of shares or sale of such party's business.

You shall not directly or indirectly (a) solicit any person to leave employment with Caspio or hire any person who was an associate (including employee or contractor) of Caspio within the previous six (6) months; or (b) solicit or transact business with any customer, client, or vendor of Caspio for purposes of providing products or services that are competitive with those provided by Caspio. A violation of the foregoing obligations shall be deemed a material breach of this Agreement.

8. INDEMNIFICATION

You shall indemnify and hold Caspio, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim by a third party (a) alleging that use of the Services infringes the rights of, or has caused harm to, a third party; (b) that, if true, would constitute a violation by you of your representations and warranties; or (c) arising from the breach by you or your users of this Agreement, provided in any such case that Caspio (i) gives written notice of the claim promptly to you; (ii) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release Caspio of all liability and such

settlement does not affect Caspio's business or Service); (iii) provides to you all available information and assistance; and (iv) has not compromised or settled such claim.

Caspio shall indemnify and hold you and your parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim by a third party (a) alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (b) that, if true, would constitute a violation by Caspio of its representations or warranties; or (c) arising from breach of this Agreement by Caspio; provided that you (i) promptly give written notice of the claim to Caspio; (ii) give Caspio sole control of the defense and settlement of the claim (provided that Caspio may not settle or defend any claim unless it unconditionally releases you of all liability); (iii) provide to Caspio all available information and assistance; and (iv) have not compromised or settled such claim. Caspio shall have no indemnification obligation, and you shall indemnify Caspio pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware, or business process(s).

9. WARRANTIES

9.1 Performance of Services. Caspio will perform all Services in a competent and professional manner. Each of Caspio's staff members will have the proper skill, training and background to perform his or her assigned tasks. All Services will be performed in accordance with the applicable Statement of Work.

9.2 Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION, CASPIO PROVIDES ALL SERVICES AND DELIVERABLES TO YOU ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND RESULTS OBTAINED WITH RESPECT TO THE SERVICES AND DELIVERABLES PROVIDED HEREUNDER IS WITH YOU. THERE IS NO WARRANTY THAT THE INFORMATION PROVIDED HEREUNDER, CASPIO'S EFFORTS, OR THE SERVICES OR DELIVERABLES IT PROVIDES WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. YOU ACKNOWLEDGE AND AGREE THAT THE FEES SPECIFIED IN THIS AGREEMENT REFLECT THE NEGOTIATED WARRANTY PROVISIONS. TO THE EXTENT THAT CASPIO CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL CASPIO BE LIABLE FOR (a) ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA OR LOST PROFITS OR BUSINESS INTERRUPTION, ARISING FROM OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, EVEN IF CASPIO HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE DELIVERABLES OR SERVICES. REGARDLESS OF THE CAUSE OF ACTION, CASPIO'S TOTAL CUMULATIVE LIABILITY IN CONNCECTION WITH THIS AGREEMENT AND THE DELIVERABLES OR ANY SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE DELIVERABLES OR SERVICES GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE THAT THE FEES PAID PURSUANT TO THIS AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT.

11. GENERAL, NOTICES

All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by overnight courier or, in the case of notices to Customer, by email, addressed as follows:

To Customer: By email to the Account's primary email address (as may be updated by Customer from time to time).

To Caspio: Caspio, Inc., Attn: Legal Department, 1286 Kifer Road, Suite 107, Sunnyvale, CA 94086 USA with a copy by email to legal@caspio.com or to such other persons or places as Caspio may from time to time designate by written notice to Customer.

Relationship of the Parties. The parties hereto are independent contractors. Neither party (nor any agent or employee of that party) is the representative of the other party for any purpose, and neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

Export Control. You will comply with all applicable export and import control laws and regulations of the United States and the foreign jurisdiction in which the Services or Deliverables are used and, in particular, you will not export or re-export any Deliverables without all required United States and foreign government licenses. You acknowledge and understand that the Deliverables may contain encryption technology that may require an export license from the U.S. State Department and that export or re-export of the Deliverables to certain entities and certain countries is prohibited. You will defend, indemnify and hold harmless Caspio from and against any violation of such laws or regulations by you or any of its agents, officers, directors, or employees.

Assignment. You may not assign or transfer, by operation of law or otherwise, any of your rights under this Agreement to any third party without Caspio's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

No Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

U.S. Government End Users. The Deliverables are a "commercial item" as that term is defined at 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 49 C.F.R. 227.7202-4, all U.S. Government end users acquire the Deliverables with only those rights set forth therein.

Choice of Law. This Agreement will be governed by the laws of the State of California as such laws apply to contracts between California residents negotiated, executed and performed entirely within California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought exclusively in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party irrevocably submits to the exclusive personal jurisdiction and venue of any such court in any such action or proceeding. This Agreement will be written and construed in the English language.

Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by you to Caspio will have no effect.

ATTACHMENT F TO CASPIO MASTER SERVICE AGREEMENT
Caspio Business Associate Agreement

This Business Associate Agreement ("BAA") is made between Caspio Inc., a Delaware corporation ("Caspio") and Whatcom County ("CE"), the registered holder of the HIPAA Account (defined below).

This BAA is effective as of _____ ("Effective Date"), which is the date when both parties have completed signing this BAA.

This BAA may be incorporated as an attachment with the Caspio Platform Terms of Service available at https://www.caspio.com/caspio-bridge-terms-of-service/ or other agreement between you and Caspio governing your use of Caspio Services ("Agreement").

This BAA may be electronically signed by the parties in accordance with the terms of the electronic signature service provider.

RECITALS

a. CE is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and 45 CFR Part 160.103. The CE represents that as a covered entity, it is required to enter into so-called "business associate" contracts with certain contractors that may have access to certain health- related personal information regulated by HIPAA. If the CE does not qualify as a covered entity as outlined above, the terms of this agreement shall be null and void.

b. Pursuant to the Agreement, Caspio provides certain services to CE, including the provision of the Account and the services accessible within that Account. To facilitate Caspio's provision of such services, CE wishes to transfer certain information to Caspio from time to time, some of which may constitute Protected Health Information (defined below).

c. Any account which collects, transfers or deals with any PHI (defined below) must have a fully executed BAA with Caspio on file, and as such, be a subscriber of Caspio's HIPAA compliant infrastructure in order for the data in the account to be considered as PHI and for the Account to be considered as a covered entity.

d. CE and Caspio acknowledge that Caspio provides a platform and toolset that may enable CE to build HIPAA compliant applications. However, it is the sole responsibility of the CE to utilize the tools provided by Caspio in the correct manner in order to ensure that the resulting application built within the Caspio platform does comply with all of the requirements of HIPAA. Further, it is acknowledged herein that certain features of the standard Caspio platform are modified or disabled inside of the Caspio HIPAA environment due to their inability to conform to HIPAA requirements.

e. CE and Caspio desire to protect the privacy, and provide for the security, of Protected Health Information within the Account in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-005 ("HITECH Act"), and HIPAA Regulations (defined below) promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws, including without limitation state patient privacy laws, as such laws may be amended from time to time.

f. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (each defined below) require CE to enter into a contract with Caspio containing specific requirements prior to the disclosure of Protected Health Information, as set forth in, but not limited to, Title 45, s 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this BAA.

NOW, THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, CE and Caspio agree as follows:

1. Definitions

Capitalized terms not otherwise defined in this BAA shall have the meanings assigned to such terms under HIPAA, the HITECH Act, and the HIPAA Regulations (collectively, "Privacy Laws"), as applicable.

The following terms shall have the following meanings in this BAA:

"Account" is a Caspio Platform account (i) that is designated by Caspio as a HIPAA compatible account on Exhibit A; (ii) that uses only the HIPAA Eligible features to store and transmit any "Protected Health Information" as defined below; and (iii) to which you have applied HIPAA compliant processes and controls. For the purposes of this BAA, the "Account" refers to your HIPAA compliant account subscription.

"EPHI" means Protected Health Information that is maintained in or transmitted by electronic media.

"HIPAA Regulations" means, collectively, the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Parts 160 and 164.

"Privacy Rule" means the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

"Protected Health Information" or "PHI" shall have the same meaning as 45 C.F.R. §160.103.

"Protected Information" means PHI provided by CE to Caspio or created or received by Caspio Platform application users on CE's behalf in connection with the Account provided by Caspio pursuant to the Platform Terms of Service.

"Security Rule" means the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

"Suspended HIPAA Account" refers to the Account when it has been suspended pursuant to Section 6(b) (Suspension Events).

"Suspension Period" means the maximum period of time for which Caspio is obligated to maintain a Suspended HIPAA Account before closing it, given a specific reason for the suspension. Suspension Periods exist to provide CE with an opportunity to export or back up its Account data before the closure of the Account. For purposes of this BAA, the Suspension Period shall be for thirty (30) days from the date that Caspio notifies CE that their account has been suspended.

"Unsecured PHI" has the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402 and guidance issued pursuant to the HITECH Act including, but not limited to that issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009), by the Secretary of the U.S. Department of Health and Human Services ("Secretary").

2. Applicability

This BAA applies only to HIPAA Accounts. you acknowledge that this BAA does not apply to any other accounts you may have now or in the future, and that any of your accounts that do not satisfy all of the HIPAA Account requirements are not subject to this BAA. HIPAA eligible services include Caspio Platform with its data management and application authoring capabilities excluding Caspio FileStor, non-secure DataHub connections and certain messaging services. It also includes password-protected application deployment through SSL. Non-SSL deployment is not available. Caspio may, in its sole discretion, from time to time add or remove Services to the HIPAA Eligible Services.

3. Obligations of Caspio

a. Permitted Access, Use or Disclosure. Caspio may not use or disclose PHI in a manner that would violate Privacy Laws if done by CE, except as permitted or required by this BAA. Caspio agrees that it shall keep confidential all PHI protected under Privacy Laws that Caspio receives, accesses, or otherwise obtains under and/or in connection with this BAA, and will only use or disclose PHI as permitted or required by this BAA and the Agreement, or required by law. To the extent Caspio is to carry out one or more of CE's obligations under Subpart E of 45 CFR Part 64, Caspio will comply with the requirements of Subpart E that apply to CE. Except as otherwise limited in the Agreement or this BAA, Caspio may access, use, or disclose Protected Information:

   I. to perform its services as specified in the Agreement and as permitted in this BAA;
   II. to de-identify Protected Health Information in accordance with 45 CFR 164.514(a)-(c), and shall be permitted to use such de-identified information as permitted by applicable law and
   III. for the proper administration of Caspio, provided that such access, use, or disclosure would not violate HIPAA, the HITECH Act, the HIPAA Regulations, or applicable state law if done or maintained by CE.

b. Minimum Necessary. Caspio shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. Because the definition of "minimum necessary" is in flux, Caspio, making reasonable efforts, will keep itself informed of guidance issued by the qualified governmental entity with respect to what constitutes "minimum necessary." Notwithstanding the foregoing, the parties agree that based on the nature of the services provided to CE by Caspio under the Agreement, Caspio may be unable to determine what constitutes "minimum necessary" under HIPAA, and thus Caspio shall be entitled to rely on CE's direction as to what constitutes "minimum necessary" with respect to the access, use, or disclosure of CE's Protected Information in the possession or under the control of Caspio.

c. Disclosures to Subcontractors and/or Third Parties. Caspio shall ensure that all representatives, subcontractors, persons and/or entities to whom Caspio discloses or provides the PHI execute a written agreement, as required under the Privacy Laws, in which such third persons and/or entities expressly agree to the same restrictions and conditions that apply to Caspio with respect to the PHI. If a Caspio agreement is not required by the Privacy Laws, Caspio shall obtain reasonable assurances from all persons and entities who have access to, or are recipients of, the PHI that: (i) the PHI shall be held confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party shall promptly notify Caspio of any Compromise of PHI, and Caspio shall, in turn, notify CE.

d. Availability of Books and Records. Caspio shall make its internal practices, books, and such records as are not protected by applicable legal privilege or work product protection relating to the use, disclosure, and/or compromise of PHI available to the Secretary of the United States, Department of Health and Human Services and/or other authorized lawful authority as required by law or authorized by CE in writing, to determine compliance with applicable Privacy Laws.

e. Prohibited Uses and Disclosures. Notwithstanding any other provision in this BAA, Caspio shall comply with the following requirements:

   I. Caspio shall not use or disclose Protected Information for fundraising or marketing purposes, except as provided under the Agreement and consistent with Privacy Laws;
   II. Caspio shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by Privacy Laws; however, this prohibition shall not affect payment by CE to Caspio for services provided pursuant to the Agreement.

f. Appropriate Safeguards. Caspio shall use commercially reasonable efforts to prevent the unauthorized or unlawful access of Protected Information and shall implement appropriate safeguards designed to protect the confidentiality of Protected

Information. Caspio shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI. Caspio shall comply with each of its obligations under the applicable requirements of the Security Rule.

g. Access to Protected Information. To the extent Caspio maintains a Designated Record Set on behalf of the CE outside CE's Caspio Account, Caspio shall make Protected Information maintained by Caspio or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within 10 days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If Caspio maintains an Electronic Health Record, Caspio shall provide such information in electronic format to enable CE to fulfill its obligations under Privacy Laws. To the extent that a patient makes a request to Caspio for a Designated Record Set or Electronic Health Record that Caspio maintains on behalf of the CE, Caspio shall forward such request to the CE within 10 calendar days of receipt and advise the patient that the CE will respond to the request. CE agrees that it, and not Caspio, is responsible for responding to the patient to fulfill its obligations under the Privacy Laws.

h. Amendment of PHI. To the extent Caspio maintains a Designated Record Set on behalf of CE outside CE's Caspio Account, within 10 days of receipt of a request from the CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Caspio or its agents or subcontractors shall make Protected Information available to CE so that CE may make any amendments that CE directs or agrees to in accordance with the Privacy Rule.

i. Accounting Rights. To the extent Caspio uses and discloses Protected Information, Caspio and its agents or subcontractors shall maintain and make available to CE within 10 days of notice by CE of a request for an accounting of disclosures of Protected Information the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under Privacy Laws. Any requests made to Caspio for an accounting shall be referred to CE within five (5) business days. CE shall be responsible for responding to all requests from Individuals for an accounting, and shall reimburse Caspio for any costs associated with providing such an accounting. CE acknowledges that any uses and disclosures it makes using CE's Caspio Account must be documented by CE for purposes of providing an accounting under Privacy Laws and is not the responsibility of Caspio.

j. Restrictions. Caspio shall comply with all reasonable and required restrictions on the use and disclosure of PHI requested by individuals granted by CE upon receipt of notice provided under Section 4(g) (Restrictions and Revocations). Caspio shall refer Individuals requesting restrictions on the use and disclosure of PHI directly from Caspio to CE within five (5) business days from the date Caspio receives any such request. CE shall be responsible for responding to requests from Individuals for restrictions.

4. Obligations of CE

a. Identification of Accounts. Only the accounts on Exhibit A are designated as Accounts. None of CE's other accounts with Caspio, if any, may contain PHI.

b. Acceptable Collection Methods. Accounts must be "HIPAA-enabled" accounts. CE acknowledges that once the Account becomes a HIPAA-enabled account, that classification is irreversible. CE may only create, transmit, receive, maintain, and otherwise access PHI through HIPAA-enabled accounts.

c. Subscription Plan. Only certain Caspio subscription plans support HIPAA-enabled accounts ("HIPAA Subscription Plans"), and this BAA may only be entered into if the Account is under a HIPAA Subscription Plan. For example, if CE is not a HIPAA Subscriber, this BAA may only be entered into if the applicable account is migrated under a Caspio HIPAA Subscription Plan. CE must maintain the Account under a HIPAA Subscription Plan and may not downgrade or otherwise change the Account to a subscription plan that is not a HIPAA Subscription Plan. Caspio will not remove support for HIPAA-enabled accounts from a HIPAA Subscription Plan during the Term. In order for this BAA to be applicable, the Account must be in good standing and CE must be current in paying the fees that commensurate with being a HIPAA Subscriber.

d. Appropriate Use of Accounts. CE is responsible for implementing appropriate access, privacy and security safeguards in order to protect PHI in compliance with HIPAA and this BAA.

e. Appropriate Configuration. CE is solely responsible for configuring, and will configure, all Accounts as follows:

I. Establish each and every user of your account with strong passwords and require them to replace their password at least every 3 months with another strong password. CE is responsible for verifying the identity of Caspio Platform Users and maintaining users' profiles, access rights and the management of their activities inside the Caspio Platform. Further, CE is responsible for the same as it relates to any of CE application users, for applications that are built and deployed using the Caspio platform.

II. Require all Account administrators, application authors and application users to become trained and fully aware of HIPAA requirements, as needed given individual access levels.

III. Apply Authentication to every DataPage and Application that transmits PHI.

IV. Require and enforce strong passwords for application users and require them to change their passwords frequently.

f. Necessary Consents. CE shall obtain any necessary authorizations, consents, and other permissions that may be required under applicable law prior to placing PHI in a Caspio Account.

g. Restrictions and Revocations. CE will promptly notify Caspio in writing of any patient-requested restrictions, changes to, or revocation of, consent and/or authorization to use and/or disclose PHI that may affect Caspio's ability to perform its obligations under this BAA and the Agreement. CE will not agree to any restriction requests or place any restrictions in any Notice of Privacy Practices ("Notice") that would cause Caspio to violate this BAA or any applicable law.

h. Notice of Privacy Practices. CE will promptly provide Caspio a copy of its Notice, and any changes to the Notice that may affect Caspio's use or disclosure of PHI or performance of this BAA.

i. Accounting of PHI Disclosures. CE will include in individual accountings requested under the Privacy Laws, including without limitation, 45 C.F.R. § 164.528, any disclosures by Caspio.

j. Compliance with HIPAA. CE shall not request Caspio to access, use, or disclose Protected Information, nor to otherwise act, in any manner that would not be permissible under HIPAA or the HITECH Act if done by CE. CE shall not request Caspio take any action that is inconsistent with Privacy Laws or this BAA.

5. Reporting of Improper Access, Use or Disclosure

a. Generally. Caspio shall promptly notify CE of any Security Incident of which Caspio becomes aware and/or any access, use, or disclosure of Protected Information in violation of the Agreement, this BAA, and/or Privacy Laws of which it becomes aware. Caspio shall take: (i) prompt corrective action to cure any deficiencies in its policies and procedures that may have led to the incident; and (ii) any action pertaining to such unauthorized access, use, or disclosure required of Caspio by applicable federal and state laws and regulations. The parties agree that this section satisfies any notices necessary by Caspio to CE of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to CE shall be required. For purposes of this BAA, "Unsuccessful Security Incidents" include activity such as pings and other broadcast attacks on Caspio's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of electronic PHI.

b. Breaches of Unsecured PHI. Without limiting the generality of the reporting requirements set forth in Section 5(a), Caspio also shall notify CE of a Breach of Unsecured PHI in writing without unreasonable delay and in no case later than 5 business days after discovery. The notice shall include the following information if known (or can be reasonably obtained) by Caspio: (i) contact information for the individuals who were or who may have been impacted by the Breach (e.g., first and last name, mailing address, email address); (ii) a brief description of the circumstances of the Breach, including the date of the Breach and date of discovery (as defined in 42 U.S.C. § 17932(c)); (iii) a description of the types of Unsecured PHI involved in the Breach (e.g., names, social security numbers, date of birth, addresses, account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); and (iv) a brief description of what Caspio has done or is doing to investigate the Breach and to mitigate harm to the individuals impacted by the Breach.

c. Mitigation. Caspio shall mitigate, to the extent practicable, any deleterious effects known to Caspio of any unauthorized or unlawful access or use or disclosure of Protected Information not authorized by the Agreement, this BAA, or Privacy Laws; provided, however, that unless otherwise agreed in writing by the parties or required by Privacy Laws, such mitigation efforts shall not require Caspio to bear the costs of notifying individuals impacted by such unauthorized or unlawful access, use, or disclosure of Protected Information. Caspio shall remain fully responsible for all aspects of its reporting duties to CE under this Section 5.

d. Meet and Confer. Upon any suspected or actual Breach, unauthorized disclosure of the PHI or breach of this BAA, CE will meet and confer in good faith with Caspio before notifying affected individuals, government agencies, and/or commencing any legal action.

6. Term and Termination

a. Term. This BAA shall be effective as of the Effective Date and shall continue until the Agreement is terminated (the "Term").

b. Suspension Events.

i. Lapsed Account. The Account is provided to CE by Caspio on a paid subscription basis, which means that the Account must be periodically renewed in accordance with the Agreement if CE wishes to continue receiving services from Caspio in connection with the Account. If the Account is not renewed, or if CE fails to pay any fees due in relation to the Account (such as renewal, overages and consulting fees), Caspio may suspend CE's access to the Account. In such case, CE may reinstate the Account by renewing it, or paying any overdue fees due in relation to it (as the case may be), before the end of the Suspension Period.

ii. Breach by CE. If CE materially breaches this BAA and the breach is not cured by CE within 15 days of receiving written notice of such breach, Caspio may suspend and ultimately terminate the Account upon notice to the CE. In such case, the Account may only be reinstated at the discretion of Caspio and only if the breach is cured.

iii. Suspended Account. If Caspio suspends the Account, Caspio will preserve all data contained in the Suspended Account for the Suspension Period, but functionality for the Account will be disabled (except for certain billing and account administration functions) and the Protected Information will no longer be directly accessible to CE through the Account's online interface. All Protected Information contained in the Suspended Account will continue to be subject to this BAA. During the Suspension Period, CE may:

1. Access the Suspended Account to retrieve billing details and make account payments to bring the account current, and in such case Caspio shall remove the Account from Suspended status;
2. Submit a written request to Caspio for an export of CE's data contained in the Suspended HIPAA Account. The fulfillment of this request will be subject to the CE bringing the account current and paying all past due amounts and paying for applicable fees relating to the export service. Caspio will use commercially reasonable efforts to fulfill such request promptly; and
3. Close its Suspended Account by submitting a written notice to Caspio. Caspio will fulfill such closure request promptly upon receiving the notice and final payment for its services rendered to the effective date of termination. Further, Caspio may respond to an individual customer or patient's request for access to their individual PHI record or records by exporting the subject data to the CE for provision to the individual whose PHI is contained in the Caspio system. In this circumstance, CE shall provide a copy of the customer/patient's written request. Caspio shall invoice the CE for the applicable access fees for exporting the records.

c. Effect of Account Closure. This BAA will terminate upon the termination of the underlying Terms of Service and closure of the applicable Account (including termination by Caspio at the end of the Suspension Period). If CE requests Caspio to close the Account, CE is solely responsible for ensuring that such closure will not cause CE or Caspio to violate any applicable laws.

d. Termination. This BAA may be terminated:

i. by CE upon written notice if Caspio materially breaches this BAA and the breach is not cured by Caspio within 30 business days of receiving written notice of such breach; or
ii. by Caspio for any reason upon 90 days' prior written notice, provided that Caspio shall provide reasonable assistance to CE to destroy or return any of CE's Protected Information before the effective date of termination. In such case, CE will be entitled to receive a pro rata refund of any fees prepaid by the Customer applicable to the Account for the period following the closure of the Account;
iii. by Caspio at the end of the Suspension Period should the CE not act to remedy the issue which led to the Account's suspension; or
iv. by CE or Caspio should CE or Caspio choose not to renew Caspio's services in accordance with its rights under the Agreement.

e. Effect of Termination. Upon termination of this BAA:

i. the Account will be closed by Caspio; and
ii. Caspio shall, if feasible, return or destroy within thirty (30) days of the Account's termination all Protected Information that Caspio or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, Caspio shall continue to extend the protections of this BAA to such information, and limit further use of such Protected Information to those purposes that make the return or destruction of such Protected Information infeasible. CE acknowledges that it is CE's responsibility to export or backup any PHI that it wishes to retain before any termination is effected and Caspio shall have no responsibility for any liability that may arise from any data loss caused as a result of that termination.

7. Compliance with State Law

Nothing in this BAA shall be construed to require Caspio to use or disclose Protected Information without a written authorization from an individual who is a subject of the Protected Information, or without written authorization from any other person, where such authorization would be required under state law for such use or disclosure, or otherwise violate applicable state law.

8. Amendments to Comply with Law

Because state and federal laws relating to data security and privacy are rapidly evolving, amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. Caspio and CE shall take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and other applicable laws relating to the security or confidentiality of PHI. Upon the request of either party, the other party shall promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, or other applicable laws. If such negotiations are unsuccessful, either party may terminate this BAA and close the Account upon 30 days' written notice to the other party.

9. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this BAA is intended to confer, nor shall anything herein confer upon any person other than CE, Caspio and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Indemnification

Subject to the limitations defined in Section 11 (Limitation of Liability) below, each party (an "Indemnifier") shall indemnify and hold harmless the other party (the "Indemnified") from and against any and all fines, losses, liabilities, expenses, damages or injuries that the Indemnified sustains as a result of, or arises out of, a third party claim that: (a) the Indemnifier has violated an applicable law or regulation (including the HIPAA Regulations) in connection with this BAA, or (b) arises out of a breach of this BAA by the Indemnifier or its agents or subcontractors (including the unauthorized use or disclosure of any Protected Information).

11. Limitation of Liability

a. DIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING IN CONNECTION WITH THIS BAA (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO DATA LOSS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS , EXCEPT IN THE CASE OF , A BREACH OF SECTION 12 (CONFIDENTIALITY) OR CLAIMS BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

b. LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS BAA, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE LESSER OF THE TOTAL AMOUNTS ACTUALLY PAID BY CE TO US UNDER THE AGREEMENT FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE INCIDENT CAUSING THE LIABILITY, OR ONE HUNDRED THOUSAND DOLLARS (US$100,000).

12. Confidential Information

a. Confidentiality. Caspio shall use the Protected Information only to exercise its rights and fulfill its obligations under this BAA or the Agreement. Caspio will not disclose the Protected Information, except to its affiliates, officers, employees, directors, agents, contractors, legal counsel, financial advisors, and other similar professionals who need to know it ("Representatives") and who have agreed to treat the Protected Information in accordance with the confidentiality provisions in this BAA. Caspio will be responsible for any actions of its Representatives in violation of this Section 12. Caspio may disclose the Protected Information when required by law, regulation, legal process, or court order.

b. Exceptions. For the purposes of Section 12 (Confidentiality) only, the confidentiality obligations therein do not cover Protected Information that: (a) Caspio already lawfully knew at the time of receipt from CE; (b) becomes public through no fault of Caspio; (c) was independently developed by Caspio without reference to the Protected Information; or (d) was rightfully and lawfully given to Caspio by a third party who did not acquire that information through a breach of confidence.

13. Notices

All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by overnight courier or, in the case of notices to CE, by email, addressed as follows:

To CE:

Whatcom County Health and Community Services, 509 Girard Street, Bellingham, WA 98225 Attn: Lynnette Bennett

By email to the Account's registered email address (as may be updated by CE from time to time), and by copy, to the Account's main contact and address as entered in the Caspio Platform.

To Caspio:

Caspio, Inc. 1286 Kifer Road, Suite 107, Sunnyvale, CA 94086 USA Attn: Legal Department

With a copy by email to legal@Caspio.com or to such other persons or places as Caspio may from time to time designate by written notice to CE.

14. General

a. Interpretation; Precedence. The provisions of this BAA shall prevail over any provisions in the Agreement that conflict or appear inconsistent with any provision in this BAA. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the HITECH Act. Any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HITECH Act. Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in force and effect.

b. Entire Agreement. This BAA supersedes any and all prior and contemporaneous business associate agreements or addenda between the parties with respect to the Account and any Additional Accounts (defined below) and constitutes the final and entire agreement between the parties hereto with respect to the subject matter hereof. Each party to this BAA acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, with respect to the subject matter hereof, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein. No other agreement, statement or promise, with respect to the subject matter hereof, not contained in this BAA shall be valid or binding.

c. Regulatory References. A reference in this BAA to a section of regulations means the section as in effect or as amended, and for which compliance is required.

d. Amendments. Caspio may propose amendments to this BAA by written notice to CE (including by email to the email address associated with the Account). If CE does not object to such amendments in writing within 30 days of such notice, the amendments will become effective on the day following the end of the notice period, or such later date as may be stated in the amendments. If CE objects to such amendments in writing within the aforementioned notice period, and either a) the CE and Caspio have not agreed to a revised amendment agreed to in writing by both parties, or b) Caspio has not revoked

the proposed amendments before the end of such period, then CE may terminate this BAA immediately, or at the end of the notice period, by written notice to Caspio.

e. Governing Law and Jurisdiction. This BAA is governed by the laws of the State of California, without regard to its conflict of law rules. Each party submits to the exclusive jurisdiction of the state courts located in Santa Clara County and the federal courts located in the Northern District of California with respect to the subject matter of this BAA.

f. Assignment. Neither party may assign this BAA or the Agreement without the consent of the other party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, Caspio may assign this BAA to an affiliate or to a successor or acquirer, as the case may be, in connection with a merger, acquisition, corporate reorganization, or the sale of all or substantially all of Caspio's assets, provided that the assignee agrees to be bound by the terms of this BAA. In such case, Caspio may also assign the Agreement to the third party to which the BAA was assigned.

15. Additional Covered Accounts

CE may, from time to time, enter into additional agreements with Caspio under which Caspio supplies CE with services via additional accounts. For any new account to be enabled and designated as a HIPAA Account, CE must receive a written confirmation from Caspio stating that the new account has been designated as a HIPAA compliant account.

Caspio, Inc	Customer: Whatcom County
By: _____	By: _____
Name: Napoleon Valdez	Name: Satpal Singh Sidhu
Title: VP, Commercial Sales, Americas	Title: County Executive
Date: _____	Date: _____

Exhibit A

HIPAA Enabled Accounts

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

This BAA will cover the account(s) listed above. Additional accounts can be added by requesting Caspio to convert them to a HIPAA plan. Any such update to this list will be effective only upon written acknowledgment of Caspio.

[ATTACHMENT G TO CASPIO MASTER SERVICE AGREEMENT]

Caspio Managed Application Services (MAS) Agreement

This Managed Application Services Agreement ("MAS Agreement") is made effective upon mutual signatures or your click-through (as the case may be) (the "Effective Date") by and between Whatcom County ("Customer") and Caspio Inc. ("Caspio").

1. Account Requirements

To use Caspio's Managed Application Service, Customer must already have a registered account for the Caspio Platform, being is Caspio's online application development framework and hosting environment, which has separate plans (with separate terms) and pricing, and is governed by Caspio's Platform Terms of Service.

2. Scope of Services

Caspio will provide the management and upkeep of Customer's Platform account, its data, and its Caspio-powered applications, all according to the instructions provided by the Customer to Caspio's point of contact. Customer may also request development of new applications or enhancements to existing applications, which request Caspio will evaluate on a case-by-case basis, and may not accept in its sole discretion.

3. Authorized Points of Contact

Caspio will designate a single point of contact for most day-to-day needs of the Customer under this MAS Agreement; from time to time, tasks requiring specialized skills or full development cycles may require a different Caspio point of contact.

Caspio will establish an authentication process for Customer's authorized point(s) of contact whom Customer designates with authorization to make decisions on behalf of the Customer, and services will only be provided if the point of contact is properly authenticated. Customer will immediately notify Caspio if the primary or secondary point of contact changes

4. Requesting and Delivery of Services

Customer, through its designated point of contact and via email, phone call or Caspio's communication portal, may request services. Caspio staff will schedule the services once the project is sufficiently defined/clarified ("Work Scope").

Once scheduled by Caspio, the Work Scope defined by Customer's point of contact shall be final and Customer shall be fully responsible for all related fees and charges.

If the service request is an application development project with a development schedule and/or scope beyond the scale covered in the Customer's MAS plan, Caspio will work with the Customer to scope and develop the project in iterations (development "sprints"). If project hours exceed the MAS plan's allocated hours, Customer must upgrade to the next plan or pay for overage hours. A Service Usage report will be sent to Customer and an invoice for the overage hours will be issued based on the usage.

Any timetable for services is dependent on Customer's timely provision of all necessary information and authorizations. In the event of a delay in delivery of any such information or authorization by Customer, any estimated completion date will be deferred according to the future availability of Caspio resources.

5. Access and Privacy and Intellectual Properties Rights

In order to provide services, Caspio staff require full access to your Platform account, including all applications and data. The confidentiality of your data, applications and business processes and ideas is important to us, and Caspio applies the same level of protection to your confidential information as it does to its own. Nevertheless, Caspio engages with many customers on many similar types of applications. While we don't disclose any customer's ideas and processes with any other customer, many customers independently request similar applications, and Caspio is free to take on all such engagements.

All intellectual property of your account belongs to you. However, all Caspio -powered applications require the Platform to operate. All intellectual property rights in the Platform belong to Caspio.

6. Fees and Billing

Your Caspio MAS plan includes a specific number of service hours per month, which shall be utilized by Caspio staff in 15-minute increments. Only hours actually accrued through the current month can be used, irrespective of any longer prepayment of the MAS plan. Paid but unused hours are accumulated for a maximum of 12 months and can be used during the remainder of the term, but although Customer may accrue the unused hours for future use, Caspio shall not be obligated to deliver the sum total of the accrued hours in any one month, above and beyond the contracted services hours in the Customer's plan. Caspio shall collaborate with the Customer to utilize any backlogged accrued hours as quickly as possible, based upon Caspio's resource availability, and at Caspio's sole discretion. If during any month you incur more hours than your allocated and/or accrued hours, you will be billed for the extra hours at the hourly overage rate specified in your MAS plan.

For calculating your monthly hourly usage, Developer, Expert Sessions, Support Engineer and Project Management hours are calculated on a straight time basis. Quality Assurance and Administrative support hours are converted at 50% of Developer time for these roles. Architect and Backend Development hours are converted at 200% of Developer time for these roles.

Caspio guarantees the availability of the hours allocated in your plan for Developers and Project Managers during the month. The availability of extra hours beyond such hours is not guaranteed, and will be scheduled and provided at Caspio's sole discretion.

Your monthly fee is due on the first of every month regardless of whether an invoice is generated. Caspio will not be obligated to provide services under this MAS Agreement if the account is past due. Interest at the rate of 1.5% per month shall accrue on any overdue balance. The credit card registered in your Caspio Platform account will be used as the default form of payment, unless

you pre-pay fees annually. Overage hours used may be billed at any time during the month that the total accrued overage fees reach or exceed $1,000, and otherwise shall be billed at the end of the month.

Pricing of services is in United States dollars regardless of the currency of your Platform account. The amounts payable under this MAS Agreement do not include any taxes, levies, or similar governmental charges, however designated, including any related penalties and interest. Customer will pay for (or reimburse Caspio for the payment of) the foregoing.

7. Dispute Resolution

Upon either party submitting a written notice of dispute, the parties will use their best efforts to resolve such dispute through good faith negotiations, and any such dispute that cannot be resolved within thirty (30) days (or such longer period to which the parties may agree) may be submitted to a court designated in Section 11 below.

8. Relationship of Parties, No Solicitation of Employees

The parties are each an independent contractor, and neither party has the right or authority to create or assume any obligation or responsibility on behalf of the other party. During the term of this MAS Agreement and for a period of two (2) years thereafter, each party will not solicit for employment or contract any employee of the other party, nor directly or indirectly induce any employee to terminate his or her employment with the other party.

9. Service Warranty

Caspio will perform all services in a competent and professional manner, in accordance with the applicable Statement of Work or other agreed Work Scope documentation.

EXCEPT AS PROVIDED IN THIS SECTION 10, CASPIO PROVIDES ALL SERVICES AND DELIVERABLES ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND RESULTS OBTAINED WITH RESPECT TO THE SERVICES AND DELIVERABLES RESTS WITH CUSTOMER. THERE IS NO WARRANTY THAT THE INFORMATION PROVIDED HEREUNDER, CASPIO'S EFFORTS, OR THE SERVICES OR DELIVERABLES WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. THE FEES SPECIFIED IN THIS MAS AGREEMENT REFLECT THESE NEGOTIATED WARRANTY PROVISIONS, AND TO THE EXTENT THAT CASPIO CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10. Term, Renewal and Termination

The term of this MAS Agreement is annual, commencing on the Effective Date, and will renew automatically for another term of equal length at the end of each term, unless either party provides notice of its intent to terminate this MAS Agreement ninety (90) calendar days in advance of the end of any term.

Either party may terminate this MAS Agreement for cause upon 30 days' written notice ("Cure Period"). Should the breach not be cured within that time, this MAS Agreement shall terminate 30 additional days after the end of the Cure Period.

If this MAS Agreement terminates under any circumstance, all unused MAS hours as of the termination date shall be forfeited.

The termination of this MAS Agreement does not automatically affect any other agreement between the parties, and all such other agreements shall continue in full force according to their specific terms.

11. General

Notices. All notices, consents, demands and approvals under this MAS Agreement must be delivered in writing by courier or by certified or registered mail (postage prepaid and return receipt requested) at the address provided below, and will be effective upon receipt or five (5) calendar days after being deposited in the mail as required, whichever occurs sooner.

Caspio, Inc.	For Customer (provide address):
Legal Department	Lynnette Bennett
1286 Kifer Road, Suite 107	509 Girard Street
Sunnyvale, CA 94086 USA	Bellingham, WA 98225

Export Control. Customer will comply with all applicable export and import control laws and regulations of the United States and any foreign jurisdiction in which the services or deliverables are used and, in particular, Customer will not export or re-export any deliverables without all required United States and foreign government licenses. Customer acknowledges and understand that the deliverables may contain encryption technology that may require an export license from the U.S. State Department and that export or re-export of the deliverables to certain entities and certain countries is prohibited. Customer will defend, indemnify and hold harmless Caspio from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

No Assignment. Customer may not assign or transfer, by operation of law or otherwise, any of Customer's rights under this MAS Agreement to any third party without Caspio's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

Severability. If any provision of this MAS Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable. The waiver by either party of any default or breach of this MAS Agreement shall not constitute a waiver of any other or subsequent default or breach.

Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this MAS Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

U.S. Government End Users. The deliverables are a "commercial item" as that term is defined at 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 49 C.F.R. 227.7202-4, all U.S. Government end users acquire the deliverables with only those rights set forth therein.

Choice of Law. This MAS Agreement will be governed by the laws of the State of California, as such laws apply to contracts between California residents negotiated, executed and performed entirely within California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this MAS Agreement. Any action or proceeding arising from or relating to this MAS Agreement must be brought exclusively in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party irrevocably submits to the exclusive personal jurisdiction and venue of any such court in any such action or proceeding.

Entire Agreement. This MAS Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral. This MAS Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Caspio will have no effect.

Counterparts. This MAS Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement.

Caspio, Inc.		**Company:**	**Whatcom County**
Signature:		Signature:	
Name:		Name:	Satpal Singh Sidhu
Title:		Title:	County Executive
Date:		Date:	

Professional Services

Application Development Proposal

Prepared for:

Jeremy Morton
Public Health Informaticist II
jmorton@co.whatcom.wa.us
Whatcom County of Washington
Account ID: c2hcl334

By:

Dasa Manic
Sr. Project Manager
dasa.manic@caspio.com
(650) 691-0900

Ruel Bairoy
Account Executive
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(650) 691-0900 x2850

Presented on: August 15, 2024
Expires on: September 30, 2024

About Caspio Application Development Services

Caspio is a leader in low-code application development platforms. What makes our service unique is we use our own low-code platform for rapid application development. As a result, your application is implemented much faster than using traditional software development methods and will be powered by the leading business application platform, recognized for enterprise-grade security, performance and reliability.

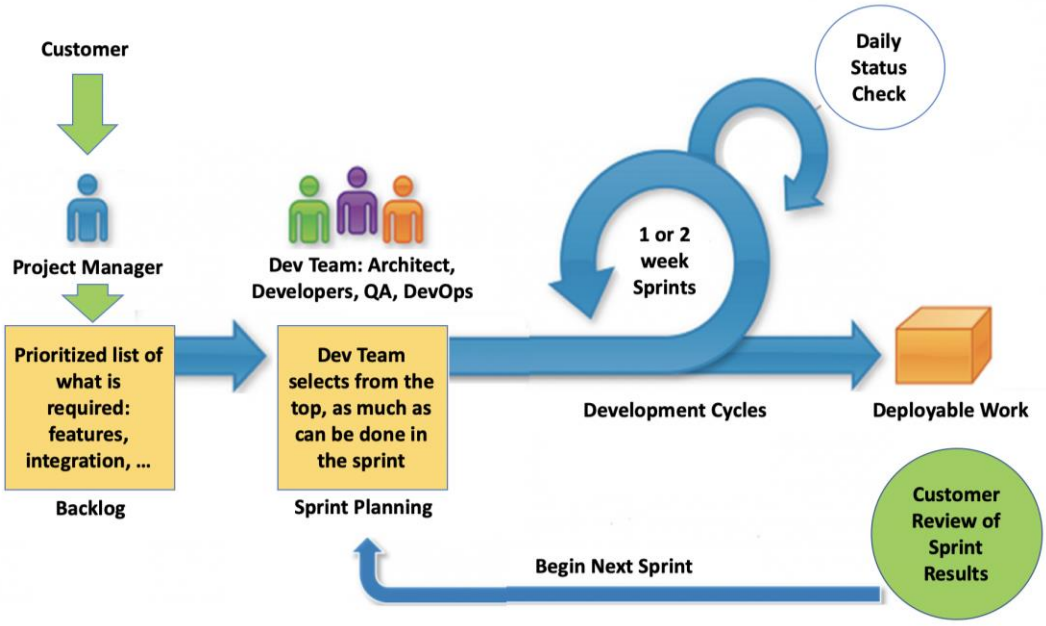
Caspio Professional Services has been developing business applications for over two decades. Our experienced team has tremendous breadth and depth in building data-centric applications. We have developed various sized projects for organizations in virtually every industry and from most countries. Our customers include private companies, non-profits, multi-nationals, government agencies and universities.

Our team is excited to present you with this proposal and we look forward to serving your business needs.

Development Methodology

We use an agile process that is focused on generating a usable solution incrementally. Unlike the traditional development methods that put a great deal of emphasis on starting with the creation of a detailed specification document, the agile process is biased for action and is designed to build incrementally while allowing the customer to review the progress often and provide feedback.

The scope of the project remains flexible. You and your Caspio project manager decide on the goals of each sprint. Ideally, at the end of each sprint, the completed work can be released, while the next sprint gets started.



Your primary point of contact will be a Caspio project manager. The project manager will work with you to create the backlog, which is a prioritized list of what needs to be done. The development team selects items from the top of the list for one sprint at a time. At the end of the sprint you will review the work and if any part of it is ready for deployment, it will be pushed to production. While the development team is working on a sprint, you will continue working with the project manager to clarify and refine each feature that is intended for the next sprint.

Your active participation in backlog development, feature refinement and review of sprint results is key to the speedy completion of the project.

Project Scope and Cost Estimates

Detailed documentation of Project Scope and Cost Estimates are available in the included Appendixes.

Appendix A – Statement of Work

Appendix B – Cost Estimates

Appendix C – Payment Options

Timeline Estimate

Initial backlog estimate: 2 weeks

The first step is to create a backlog of features. The estimated time requires your active participation.

Each development sprint is 1 or 2 weeks. The duration of the sprint is determined by you and your project manager during the requirements phase based on the project scope, your availability and our team capacity. The number of sprints will depend on the scope of features and mid-stream changes. Your active participation for requirements clarification, review, and prioritization is needed during sprints until project wrap-up and completion.

APPENDIX A - Statement of Work

Project Description

Ticket Management application. It has 4 different roles, but at this phase every two roles will have the same permissions. COD Supervisors and Comms Coordinators:

- have access to all tickets
- they can only review the data
- after they login, they access a tabular report with all tickets
- they can click on one ticket, and be redirected to Ticket Details page
- on Ticket Details page, they can review ticket description, comments, current status and status history
- they can add a new ticket

Comms Specialists and Resilience Specialists:

- have access only to the tickets assigned to them
- after they login, they access a tabular report with all tickets
- they can click on one ticket, and be redirected to Ticket Details page
- on Ticket Details page, they can see Ticket description and status history, they can add comments, update current status and status history

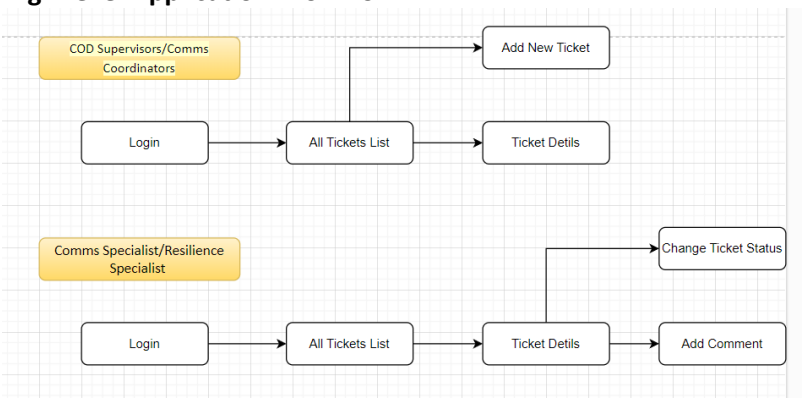
User Roles

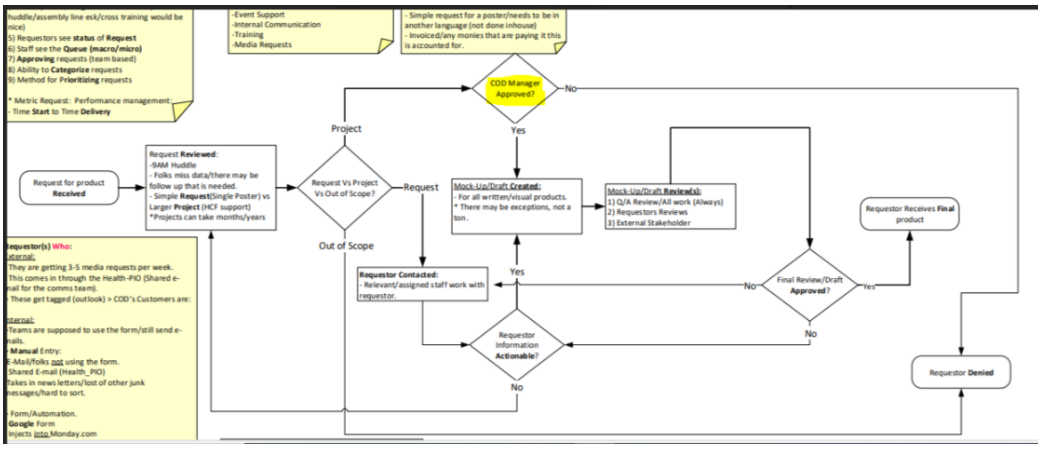
- **COD Supervisor**
- **Comms Coordinator**
- **Comms Specialist**
- **Resilience Specialist**

Data Entities

- Ticket
- Ticket Status (Look up table):
  - Project
  - Request
  - COD Manager Approved
  - Requestor Information Actionable
  - Final Review/Draft Approved
  - Requestor Denied

High-level Application Workflow





User Stories

COD Supervisors and Comms Coordinators Requirements

At this point, COD Supervisors and Comms Coordinators will have the same permissions in the application.

Users can see all tickets information.

Login Page

Application needs to have login page. Single authentication using email address.

Access list of All Tickets

After login, user should access tabular report with all tickets. Ticket information to show:

- Ticket Title
- Type – Project or Request
- Assigned To
- Status – Draft (for review), Approved, Rejected, etc..
- Last Change Date
- Last Change By (User First and Last name that last changed the ticket)
- Link to Details page

Filtering option should be implemented.

Ticket Details page

Ticket details page contains, but not limited to the following information:

- Ticket Title
- Ticket Description
- Comments section
- Status
- Type – Project or Request
- Status History table
    - Status Name
    - Changed By
    - Changed Date and time

Create New Ticket

User can create a new ticket in draft mode for approval. Create new ticket form fields, not limited to the following:

Requester Details:

- Name

- Division
- Program
- Name of Supervisor/Manager/Decision maker
- Supervisor email
- Status – Draft (for Supervisor approval), New, etc…

Ticket Details:

- Ticket Title (textual input)
- Description (text area)
- Type
- Status
- Assigned to (dropdown, lists all users in Comms Specialist or Resilience Specialist role)

Comms Specialist and Resilience Specialist Requirements

At this point, Comms Specialist and Resilience Specialist will have the same permissions in the application.

Users can only see tickets assigned to them.

Access list of All Tickets

After login, user should access tabular report with all tickets. Ticket information to show:

- Ticket Title
- Description
- Assigned To
- Status
- Last Change Date
- Last Change By (User First and Last name that last changed the ticket)
- Link to Details page

Filtering option should be implemented across all fields.

Ticket Details page

Ticket details page contains:

- Ticket Title
- Ticket Description
- Comments section
- Ability to add a new comment
- Status
- Status History table
    - Status Name
    - Changed By
    - Changed Date and time
- Option to change the current ticket status (the constraints for changing the ticket status are currently unknown)

Implementation Notes

- The Caspio Indigo template will be used during development.
- We'll use standard DataPages (submission, tabular, charts, etc.).
- We'll make use of Caspio's built-in styling.
    - Caspio includes responsive DataPages.
    - See more details here: Responsive DataPages

Deployment

- The application will be embedded in standard Caspio PHP web templates.

- Caspio will handle the deployment.

Not Included:

- N/A

Limitations

- N/A

Project Description - Keragon

HIPAA Compliant account that sends data to Keragon when new record is inserted to Caspio table.

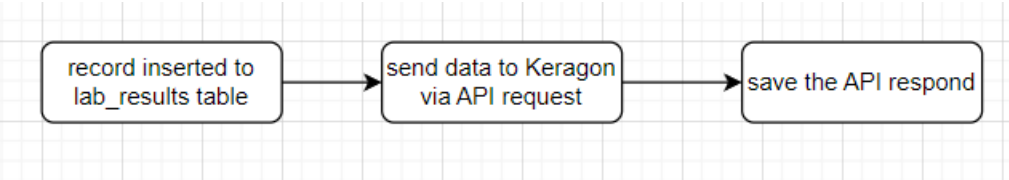
User Roles

No user roles.

Data Entities

- lab_results

High-level Application Workflow



User Stories

Technical Requirements

Send Data to Keragon API

Every time a new record is inserted into lab_results table, send that record to Keragon API. Data that needs to be sent is in lab_results table. Table in Caspio is shown on Screenshot 1.

Data would be imported into lab_results table via Excel/CSV import on Caspio Bridge account.

lab_results

Datasheet | Table design | Triggered actions

Create record | Refresh | Download | Find | Replace | Filter | Reset autonumber | Delete | Delete all

results_id	submit_date	week_endingin	facility_name	test_type	flu_a_pos	flu_b_pos	total_flutest	covid19_pos	covid19_total	rsv_pos	rsv_total
84		12/09/2023	Unity Care -	RSV, COVID,	2	0	28	1	28	0	0
75	01/07/2024	01/06/2024	Unity Care - Bellir	RSV, COVID, FLU	1	0	30	2	30	0	1
71	01/04/2024	12/30/2023	Unity Care - Bellir	RSV, COVID, FLU	0	0	19	2	18	0	0
66	12/25/2023	12/23/2023	Unity Care - Bellir	RSV, COVID, FLU	0	0	25	0	25	0	0
61	12/18/2023	12/16/2023	Unity Care - Bellir	RSV, COVID, FLU	0	0	26	3	27	0	1
54	12/03/2023	12/02/2023	Unity Care - Bellir	RSV, COVID, FLU	1	0	38	2	39	0	0
48	11/25/2023	11/25/2023	Unity Care - Bellir	RSV, COVID, FLU	0	0	13	1	13	0	0
42	11/18/2023	11/18/2023	Unity Care - Bellir	RSV, COVID, FLU	1	0	31	1	30	0	0
36	11/11/2023	11/11/2023	Unity Care - Bellir	RSV, COVID, FLU	0	0	24	2	23	0	0
30	11/04/2023	11/04/2023	Unity Care - Bellir	RSV, COVID, FLU	0	0	31	0	32	0	0
24	10/28/2023	10/28/2023	Unity Care - Bellir	RSV, COVID, FLU	0	0	26	1	26	0	0

Screenshot 1: lab_results table in Caspio

Caspio needs to save information weather data was sent successfully or no.

Caspio needs to perform error handling logic – retry sending the API request for up to 5 times if server error occurs.

Keragon API URL: https://webhooks.us-1.keragon.com/v1/workflows/b2b795c6-b470-4028-a7bc-51da85b5d968/FBG2801p_w7hLuL4EZBQF/signal

Implementation Notes

- Keragon Webhook Integration
    - We will use the direct integration of Keragon <-> Caspio as shown here
    - Customer will provide their test accounts for development

Deployment

- Caspio will handle the development directly to the customer's production account

Not Included:

- Other integrations not mentioned in this document.
- Other workflows that are not mentioned in this document.

Limitations

- N/A

APPENDIX B – Cost Estimate

One-Time Fees

Project Implementation	Rate	Hours	Total (USD)
Project Management, Consulting, Architecture, Development, QA, Deployment	$165	74	$12,210
Estimated Total			**$12,210**

Total funding for Project Implementation will not exceed the amount indicated above unless authorized by the County due to changes to the scope, mid-stream modifications, and/or details discovered during implementation, and upon execution of a signed amendment. Project management is focused on delivering specific outcomes within a set timeframe. Caspio will designate a Project Manager for the duration of the implementation life cycle.

Caspio shall bill the County in accordance with the details of page 42 – County Invoicing.

Recurring Fees

Platform	Paid Annually (10% discount)
Caspio HIPAA Enterprise Plan	$40,500
Managed Application Services (Starts at $900/mo based on project size)	$9,720
Total (Due upon system provisioning and County access to the production software)	**$50,220**

Total funding for recurring fees will not exceed the amount indicated above unless authorized by the County and upon execution of a signed amendment.

Managed Application Services (MAS) refers to continuous support and management of ongoing services that may include one-time development, developer support, Expert Sessions, etc. Caspio will designate a MAS Project Manager for the duration of the contract.

Caspio shall bill the County in accordance with the details of page 42 – County Invoicing.

Platform Plans

Each Caspio platform plan includes a specific feature set and a designated amount of resources, including DataPages and storage space. Should your project exceed the expected scope and require additional resources or features, a different plan may be needed to cater to these increased demands.

Post-Implementation Maintenance and Application Support

Upon the completion and implementation of your project, our standard Caspio technical support team is available to offer complimentary platform assistance. However, for tailored support pertaining to your specific application or any subsequent modifications, a maintenance and application support plan would be necessary, as this falls beyond Caspio's standard support. We offer three options to select from above. For the first two options, the exact cost is determined once your project is delivered. The pay-per-use application support is provided on an hourly basis, currently billed at $250 per hour.

Approval

Please sign this agreement to indicate your approval. Application development services are governed by Caspio's consulting agreement, and when relevant MAS agreement, Platform services are governed by Caspio's terms of service. Your prompt payment of the fees listed above are necessary for the project to start.

Signature: _____

Name: Satpal Singh Sidhu

Title:	County Executive
Company:	Whatcom County
Address:	509 Girard Street – Bellingham, WA 98225
Billing Email:	HL-BusinessOffice@co.whatcom.wa.us, LBennett@co.whatcom.wa.us
Phone Number:	360-410-2820
Date:	

APPENDIX C - Payment Options

Payment Options

We accept payments via major credit cards, electronic transfer, ACH, and wire transfer. Caspio, Inc. bank account details for payments by electronic transfer (ACH and wire):

Citibank, FSB
3755 El Camino Real
Santa Clara, CA 95051, USA
Bank Phone: (877) 528-0990

Account type: Checking
Credit to: Caspio, Inc.
Routing number: 321171184
SWIFT Code: CITIUS33
Account number: 205760531

Please include your account ID and invoice number with your payment. For payment questions, please contact Caspio Billing at +1-650-691-0900 extension 3, or billing@caspio.com.

County Invoicing

I. Budget and Source of Funding: The source of funding for this agreement, in an amount not to exceed $62,430, is the Healthy Children's Fund.

The Contractor shall bill the County according to the rates listed in Appendix B – Cost Estimate + applicable taxes.

II. General Requirements

1. The Contractor shall submit invoices indicating the County-assigned contract number to: HL-BusinessOffice@co.whatcom.wa.us and LBennett@co.whatcom.wa.us
2. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 15th of the month, following the month of service, except for January and July where the same is due by the 10th of the month.
3. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
4. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
5. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
6. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
7. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

Contractor's Invoicing Contact Information:	
Name	
Phone	
Email	