PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

carahsoft.

TO:	Antigone Carlson Salt Lake County 2001 S State St N4-600 Salt Lake City, UT 84190 USA	FROM:	Stephanie Kellam Carahsoft Technology Corp. 11493 Sunset Hills Road Suite 100 Reston, Virginia 20190
EMAIL:	ACarlson@slco.org	EMAIL:	Stephanie.Kellam@carahsoft.com
PHONE:	(385) 468-0310	PHONE:	(571) 662-4633 FAX: (703) 871-8505

TERMS:
Contract Number: AR2472
Contract Term: 10/14/2016 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	31440767
QUOTE DATE:	10/13/2021
QUOTE EXPIRES:	01/05/2022
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$236,340.00
TOTAL QUOTE:	$236,340.00

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	X-SIM-ADVANCED-TIER16R	SIM Advanced Goverment Edition Annual License Period of Performance 1/1/22 - 12/31/22 **Due Net 30 PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	$500,000.00	$61,200.00	COOP	1	$61,200.00
2	X-SERVICES-ONBOARDING-TIER16R	State Onboarding Services excludes ERP integration, one-time fee Implementation/Onboarding Service **Due Net 30 PaymentWorks, Inc. - X-SERVICES-ONBOARDING-TIER16R	$100,000.00	$17,640.00	COOP	1	$17,640.00
		YEAR 1 SUBTOTAL:					$78,840.00
3	X-SIM-ADVANCED-TIER16R	SIM Advanced Goverment Edition Annual License Payment due by 12/31/22 Period of performance 1/1/23 - 12/31/23 **Due Net 30 PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	$500,000.00	$74,700.00	COOP	1	$74,700.00
4	X-SIM-ADVANCED-TIER16R	SIM Advanced Goverment Edition Annual License Payment due by 12/31/23 Period of performance 1/1/24 - 12/31/24 **Due Net 30 PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R	$500,000.00	$82,800.00	COOP	1	$82,800.00
		SUBTOTAL:					$157,500.00

QUOTE DATE:	10/13/2021
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LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		SUBTOTAL:					$236,340.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
5	X-SERVICES-TECH-CONSULTING	Hourly Tech Consulting and Support requires a minimum purchase of 67 hours ***Additional hours can be procured as needed in minimum purchases of qty 67*** PaymentWorks, Inc. - X-SERVICES-TECH-CONSULTING	$300.00	$294.00	COOP	67	$19,698.00
		SUGGESTED SUBTOTAL:					$19,698.00
				TOTAL PRICE:			**$236,340.00**
				TOTAL QUOTE:			**$236,340.00**

Approved As to Form
Craig J.
Wangsgard

Digitally signed by Craig J.
Wangsgard
Date: 2021.12.15 11:18:32
-07'00'

Craig Wangsgard
Deputy District Attorney

QUOTE DATE: 10/13/2021
QUOTE NO: 31440767

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11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE

PaymentWorks Commercial Terms

Guaranteed Pricing Term
-This agreement offers a no escalation pricing guarantee for the first 3 years of the subscription over which the annual subscription price will remain fixed at:
"Year 1 $61,200
"Year 2 $74,700
"Year 3 $82,800

Subscription Term
o Initial Subscription Period - The Initial annual subscription term ("Subscription Start Date") will begin on the date of the Project Kickoff to occur on January 3rd, 2022. The subscription period is annual.
In the event that the Customer has fulfilled its obligations for sandbox delivery items, but PaymentWorks has not yet delivered the sandbox environment to the Customer by such date, the Subscription Start Date will be delayed until the Sandbox Delivery date (the date at which PaymentWorks delivers sandbox environment to the Customer). Sandbox Delivery date will be determined at the time of the project kickoff
o Subscription Renewals - The Subscription will renew upon each anniversary of the Initial Subscription Start Date.
Invoicing
o Initial invoicing - Customer will be invoiced upon determined Initial Subscription Start Date (regardless of whether the Customer meets its obligations for Sandbox Delivery.)
o Renewal invoicing - Renewal invoicing will occur a month in advance of each subscription renewal.

This subscription is for Advanced, SIM+ Services.

PaymentWorks Annual Usage Cap. Pricing in this agreement covers the value of customer's usage of the PaymentWorks Supplier Information Management platform and Payment Risk Indemnification service, based on the customer's estimated annual usage metrics as supplied to PaymentWorks below:

o Total AP Spend: $690,000,000
o New Payee Onboards: 650
o Active Payees Paid: 4,589

Usage exceeding these thresholds may incur additional charges per the table below:

Pursuant to the mutual goals and partnership between PaymentWorks and Customer, usage limits were agreed upon to account for potential growth and avoid exceeding usage caps. Should Customer exceed these caps, the following tiers and fees will apply. Billing for additional usage will not be automatic and will be subject to approval between Customer and PaymentWorks:

AP Spend from last FY$1B-$2.5B+$5,000
Annual Payees Paid 7,000-10,000+$24,000

Onboarding services are provided at a cost of $17,640 and include up to 150 hours. Average PaymentWorks projects are completed within 140 hours, so we've placed the cap above expected usage. If additional implementation service hours are required, they can be purchased at a rate of $294/hour.

Onboarding services must be scheduled with the PaymentWorks' Customer Success group, and it is encouraged to select, negotiate and schedule a target-start date on or around contract execution. If the customer notifies PaymentWorks at least two weeks in advance that they cannot meet the target-start date, there is no financial penalty, but any rescheduling is subject to the availability of PaymentWorks' Customer Successes' resources.

Integration Consulting and Support

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ERP integration is the responsibility of the customer, but PaymentWorks is committed to providing the best-practices and support necessary to ensure a successful integration. Any automation of ERP integration consists of three classes of work, two of which can be provided by PaymentWorks. These are:
-Included: Work PaymentWorks must do to configure your ERP integration
-Optional: Work PaymentWorks, a third-party, or your IT-department could do
-ERP Access and Transformations: Work a third-party or your IT-department must do because it requires direct ERP access

Included: If/when you choose to automate the ERP integration, there are a small number of configuration tasks that PaymentWorks must perform: these hours are included in your license cost, capped at 20 hours. These cover:
-Secure communications configuration / key-exchanges.
-Test scenario setup / execution.

Optional: PaymentWorks offers consulting services to assist with the ERP-integration at a cost of $294/hour minimum 67 hours:
-Business process analysis and advice on best practices for PaymentWorks integration with Customer ERP and existing vendoring procedures.
-Configuration, testing and tuning of export formats.
-Technical advice and support on best practices and issue-resolution for the testing of dataflows and error processing.
-Specifications and documentation of the automated dataflows and data-mapping.
-Project management support to coordinate resources and timelines.

Optional PaymentWorks consulting services must be scheduled with the PaymentWorks' Customer Success group, and dates are subject to availability. It is recommended that a date for integration services be reserved prior to the completion of onboarding, typically 3-6 months after onboarding is completed. If the customer notifies PaymentWorks at least two weeks in advance that they cannot meet the integration-services start-date, there is no financial penalty, but any rescheduling is subject to the availability of PaymentWorks' Customer Success' resources.

ERP Access and Data Transformations: The coding or customization of any middleware or ERP import functionality is the customer's responsibility. Typically this work is performed by the customer's IT department, optionally in consultation with a third party selected by the customer who is trained on the product and has developed "connectors" to link certain ERPs to PaymentWorks.

Average PaymentWorks ERP-integration projects are completed with less than 140 hours of PaymentWorks time. If additional implementation service hours are required they can be purchased at a rate of $294/hour. Unused Onboarding hours cannot be "rolled into" ERP-integration hours.

*** "By issuing a Purchase Order, you are agreeing to the terms set forth in this Quote # 31440767 and all attachments hereto, including the PaymentWorks Standard Terms and Conditions, attached hereto as Exhibit A and the Salt Lake County Contract Provisions, attached hereto as Exhibit B incorporated herein by reference. To the extent of any inconsistency between the NASPO Terms and Conditions and the contract language on the following pages, the NASPO Terms and Conditions will apply."***

PaymentWorks Standard Terms and Conditions

1. USE OF THE SERVICE

1.1. Grant. Subject to Customer's compliance with the terms of this Agreement, PaymentWorks hereby grants Customer a non-exclusive, non-transferable, limited right to access and use the Site and the Service. Such access and use shall be exercised only by users authorized by Customer to access and use the Service on behalf of Customer who have agreed to these Terms of Service (collectively, "Authorized Users"). Customer may access and use the Service to share information about Customer ("Customer Data") and about transactions, invoices, invoice payment status, and related information (collectively, "Transaction Data") with Customer Authorized Users and/or Customer payees ("Payees"). Customer will decide which Authorized Users and/or Payees have access to specific Customer Data and Transaction Data through elections and criteria established by Customer through the Service. PaymentWorks may from time to time modify the Service, features of the Service, or the Site in its sole discretion.

1.2. User Names and Passwords. PaymentWorks shall provide Customer Authorized Users unique login credentials ("User Name" and "Password") to be used to access the Service. Customer and its Authorized Users are responsible for maintaining the confidentiality of the User Names and Passwords. Customer and its Authorized Users shall immediately notify PaymentWorks of any unauthorized use of a Customer issued User Name or Password and PaymentWorks shall issue a new User Name and/or Password. Customer will be solely responsible and liable for all activities that occur under Customer's associated User Names and Passwords. Customer shall be liable for any participation in the Service for any persons who accesses the Site and the Services using the User Name and Password of an Authorized User.

1.3 Customer Responsibilities. Customer will (a) be responsible for Authorized Users' compliance with these Terms of Service, (b) be responsible for the accuracy, completeness, quality and legality of Customer Data and Transaction Data provided by Customer, including the means by which Customer Data and Transaction Data were acquired, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and any Transaction Data, and notify PaymentWorks promptly of any such unauthorized access or use, and (d) use the Service and Transaction Data only in accordance with any applicable documentation provided by PaymentWorks and applicable laws and government regulations, and (e) comply with the terms applicable to data validation services referenced in Section 6.4. PaymentWorks shall have no liability for the accuracy, completeness, quality or legality of any Customer Data or Transaction Data provided through the Service, whether provided by Customer, Third-Party Service Providers, or any Authorized User or Payee. Authorized Users, and Customer agree to access the Site and Services in a secure manner in compliance with PaymentWorks' reasonable standards established from time to time. PaymentWorks, in its sole discretion, may specify connectivity standards to access the Site and the Services from time to time. If Customer wishes to submit Payment Instructions through the Service, Customer must agree to designate PaymentWorks as its Agent for submitting payment instructions in accordance with the requirements of Customer's designated bank. For transactions that Customer has elected to submit Payment Instructions through the Service, Customer will transmit the Payment Instructions to PaymentWorks. Customer is solely responsible for the content of the Payment Instructions, including the accuracy and completeness of the payment amount and the intended recipient entity.

1.4. Restrictions on Use. Customer and its Authorized User's shall not: (a) make the Service or any Transaction Data obtained through the Service from any Authorized User or Payee available to, or use the Service or any Transaction Data obtained through the Service from any Authorized User or Payee for the benefit of, anyone other than Customer, (b) sell, resell, license, sublicense, distribute, rent or lease the Service or any Transaction Data obtained through the Service from any Authorized User or Payee, or include the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in a service bureau or outsourcing offering, (c) use the Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the Service to store or transmit Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) attempt to gain unauthorized access to the Service or any Transaction Data or its related systems or networks, (g) permit direct or indirect access to or use of the Service or any Transaction Data in a way that circumvents a contractual usage limit, (h) copy the Service or any part, feature, function or user interface thereof, (i) copy any Transaction Data obtained through the Service from any Authorized User or Payee except as permitted herein, (j) frame or mirror any part of any Service or Transaction Data, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (k) access the Service or any Transaction Data obtained through the Service from any Authorized User or Payee in order to build a competitive product or service, or (l) reverse engineer the Service or any element thereof (to the extent such restriction is permitted by law), or (m) access or use the Service or any Transaction Data

obtained through the Service from any Authorized User or Payee in violation of any applicable, Federal, State or local law, rule or regulation.

1.5. Reservation of Rights. All rights in and to the Site and the Service, including without limitation proprietary schema, tools, methodologies, methods of the Services and software; and any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, moral rights, know-how related to the Site or the Service (collectively, "PaymentWorks Intellectual Property Rights"), not expressly granted to Customer hereunder are reserved by PaymentWorks.

2. PAYMENTWORKS RESPONSIBILITIES

2.1. Service and Support. PaymentWorks will, subject to Customer's payment of applicable fees and compliance with these Terms of Service, use commercially reasonable efforts to: (a) make the Services and Transaction Data (to the extent authorized by the applicable Authorized User or Payee) available to Customer pursuant to these Terms of Service, (b) provide standard support for the Service, at no additional charge, and/or upgraded support if purchased, and (c) make the Service available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which we shall give at least 8 hours electronic notice and which we shall schedule to the extent practicable during the weekend hours between 6:00 p.m. Friday and 3:00 a.m. Monday Eastern time), and (ii) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem, Internet service provider failure or delay, or denial of service attack. For transactions that Customer has elected to submit for electronic (EFT) payment, PaymentWorks will transmit Customer's Payment Instruction to the Customer's designated bank for processing; provided, however, that PaymentWorks reserves the right to refuse to transmit any Payment Instructions submitted through the Service with respect to a transaction for a specific Payee in its sole discretion. In the event that PaymentWorks refuses to transmit any Payment Instructions with respect to any Payee, PaymentWorks will notify Customer via email and Customer will have the option to either (i) request a different payment method from the Payee through the Service, or (ii) facilitate the Payment Instructions outside of the Service; and provided, further, that in either case, the warranty set forth in Section 6.2 (ii) will not apply to such transaction. In the event that any information supplied by PaymentWorks is changed after submission to Customer's designated bank, the warranty set forth in Section 6.2 (ii) will not apply. In the event that Customer changes Payment Instructions after submission by PaymentWorks, Customer must notify PaymentWorks in writing of such change within two business days or the warranty set forth in Section 6.2(ii) will not apply.

2.2. Protection of Customer Data and Transaction Data. PaymentWorks will use commercially reasonable efforts to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data and Transaction Data provided by the Customer. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data and Transaction Data by PaymentWorks personnel except (a) to address service or technical problems, (b) as compelled by law, (c) as Customer designates through elections made through the service or (d) as Customer expressly permits in writing. Customer expressly acknowledges and agrees that Customer Data and Transaction Data will be made available to Authorized Users and processors, including without limitation the Customer's bank, and Payees through the Service in accordance with elections and criteria established by Customer Authorized Users.

3. [*RESERVED*]

4. PROPRIETARY RIGHTS

4.1. Title to Technology. All interest, title and right in and to PaymentWorks Intellectual Property, including without limitation, all computer software programs or applications, or programs or applications of PaymentWorks' third party licensors, utilized by PaymentWorks in the establishment, operation, and/or the provision of Service, in whole or in part, shall be, vest with and remain the exclusive property of PaymentWorks and its third party licensors.

4.2. Title to Customer Data and Transaction Data. All Customer Data is and shall remain the property of Customer. All Transaction Data is and shall remain the property of its lawful owner. PaymentWorks makes no claims, warranties or representations with regard to the ownership of Transaction Data or Customer Data. PaymentWorks may share Transaction Data, in the singular or aggregate, by providing reports or otherwise, to Authorized Users and Payees involved in a transaction and may identify the parties as being involved in the transaction in connection therewith, all in accordance with elections and criteria established by Customer Authorized Users through the Service; and Customer hereby grants PaymentWorks a world-wide license to host, copy, transmit, display and otherwise use Customer Data and Transaction Data as necessary to do so. In addition, Customer hereby grants PaymentWorks a perpetual, world-wide, limited license to de-personalize (remove any Customer identifying information) and aggregate any and all Transaction Data to determine usage trends, perform analytics, improve the Service, promote and market the effectiveness of the Service, sell such aggregated de-personalized Transaction Data to any third party, or for any other internal-business purpose.

4.3. Customer's license to PaymentWorks. Customer hereby grants a limited, non-transferable license to PaymentWorks for PaymentWorks to use Customer's name and logos to identify Customer as a user of the Site, including without limitation to display Customer Data on the Site and to display Transaction Data, including without limitation Payment Instructions, to processors and to display Transaction Data through the Service, all consistent with elections and criteria established by Customer, during the Term of this Agreement. PaymentWorks shall obtain Customer's prior written consent for any other uses of Customer's name, logos, and trademarks.

5. TERMINATION

5.1. Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Site and the Service.

5.2. Survival. Notwithstanding any termination of this Agreement, Section 4 ("Proprietary Rights"), Section 6 ("Warranties"), Section 7 ("Indemnification"), Section 8 ("Disclaimer and Limitation of Liability") and Section 9 ("Additional Terms and Conditions") shall survive termination of this Agreement. All other rights and licenses granted hereunder will cease upon termination.

6. WARRANTIES.

6.1. Mutual Warranty. Each Party represents and warrants that it has the authority to enter into this Agreement.

6.2. PaymentWorks Warranty. PaymentWorks represents and warrants that: (i) the Service will be provided in accordance with the terms and conditions of Section 2; and (ii) with respect to any transaction processed through the Service that Customer has both elected to submit through the Service for EFT payment to a U.S. Bank account and provided Payment Instructions in accordance with Section 1.3, and for which the EFT credentials have been collected from the recipient entity through the Service, except as set forth below, the bank account to which the funds are transferred will be owned by the entity associated with the Tax ID provided to Customer by PaymentWorks. In the event of a breach of the warranty set forth in Section 6.2 (ii), PaymentWorks will either remedy the breach or reimburse Customer for the amount of the payment directed to the incorrect account, up to $2,000,000 in the aggregate, notwithstanding any limitation on liability set forth in Section 8 of this Agreement. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply to any transaction in which the Customer or any employee or agent of the Customer has engaged in fraud. Customer acknowledges that the Warranty set forth in Section 6.2 (ii) will not apply, and no EFT credential verification will be attempted, for any transaction made through the Service to an EFT credential and associated Tax ID collected by Customer outside of the Service and uploaded to the Service by the Customer.

6.3. Customer's Warranty. Customer represents and warrants that (i) its Authorized Users have authority to act on behalf of Customer; and (ii) all Customer Data, Transaction Data and other materials submitted by Customer to or through the Site or the Service will not (A) infringe on any third party's rights, including any intellectual property or proprietary rights, (B) violate any obligation of confidentiality, (C) violate any applicable law, statute, ordinance or regulation; or (D) contain viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines.

6.4. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICE AND THE SITE AND ANY OTHER SERVICES OFFERED ON OR THROUGH THE SITE AND ANY REFERENCED THIRD-PARTY SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, PAYMENTWORKS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT OF THE LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PAYMENTWORKS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR SERVICES, CUSTOMER DATA, TRANSACTION DATA OR MATERIAL ON THE SITE OR THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, COMPLETENESS, QUALITY, LEGALITY, TIMELINESS, RELIABILITY OR OTHERWISE.

PAYMENTWORKS PROVIDES NO WARRANTY OF ANY KIND RELATED TO ANY THIRD-PARTY DATA OR SOFTWARE THAT MAY BE INCORPORATED, DISPLAYED OR INCLUDED IN THE SERVICE, INCLUDING WITHOUT LIMITATION ANY DATA VALIDATION PROVIDED BY OR THROUGH THE SERVICE.

CUSTOMER SHALL BE BOUND BY THE TERMS APPLICABLE TO DATA VALIDATION, SUPPORT, AND FCRA RESTRICTIONS WHICH CAN BE VIEWED AT THE FOLLOWING LINK:

http://static.paymentworks.com/static/perm_assets/legal/Schedule+D.pdf

7. INDEMNIFICATION.

7.1. Infringement. PaymentWorks agrees to defend or, at its option, to settle, any claim brought against Customer for infringement of any United States patent, copyright, trade secret or trademark by the Service as delivered, but excluding any such claim to the extent it is based on the content of any Customer Data or Transaction Data, and to indemnify Customer against all damages and costs finally assessed by a court of competent jurisdiction against Customer under any such claim or action. Customer agrees that PaymentWorks shall be released from the foregoing obligation unless Customer has taken reasonable steps to mitigate any potential expenses and provides PaymentWorks with: (i) prompt written notice of any such claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement of such claim or action; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Customer shall have the right to employ separate counsel and participate in the defense at its own expense; provided that PaymentWorks shall remain in control of the defense. In addition, PaymentWorks may, at its sole option and expense, either: (a) procure for Customer the right to use the allegedly infringing elements of the Service; (b) replace the allegedly infringing elements of the Service with non-infringing, functionally equivalent services; (c) modify the allegedly infringing elements of the Service so that they are not infringing; or (d) cease to provide the allegedly infringing elements of the Service, refund any fees paid by Customer covering any future period of time during which such allegedly infringing elements Services were to be provided. Upon exercise of option (d) in the previous sentence, PaymentWorks shall have no further obligations or liability to Customer with respect to the allegedly infringing elements of the Service. Except as specified above, PaymentWorks will not be liable for any costs or expenses incurred without its prior written authorization. THE FOREGOING PROVISIONS OF THIS SECTION 7 STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF PAYMENTWORKS TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SITE, THE SERVICE, OR ANY PART THEREOF.

7.2. Customer shall indemnify, defend and hold harmless PaymentWorks and its directors, officers, members, managers and employees from and against all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees), that may at any time be incurred by reason of any third party claim arising out of or relating to (i) any Customer Data or Transaction Data provided by the Customer, (ii) a breach of these Terms of Service by Customer, or (iii) any claim that is inconsistent with Customer's representations or warranties to PaymentWorks contained herein. PaymentWorks shall have the right to employ separate counsel and participate in the defense at its own expense.

8. LIMITATION OF LIABILITY.

8.1. Limitation of Liability. PAYMENTWORKS' LIABILITY TO CUSTOMER FOR DAMAGES WITH RESPECT TO THE SITE OR THE SERVICE SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO PAYMENTWORKS FOR THE SERVICE DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE BREACH OR INCIDENT ASSERTED AS CAUSING HARM.

8.2. No Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES), HOWSOEVER CAUSED, ARISING OUT OF OR RELATED TO THIS SITE OR THE SERVICE, WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8.3. Conditions. The Parties agree that the above limitations of liability of Section 8 shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort (including, without limitation, negligence of any kind, whether active or passive) or any other legal or equitable theory, but shall not apply to fees owed to PaymentWorks by Customer.

9. ADDITIONAL TERMS AND CONDITIONS.

9.1. U.S. Government Licenses. PaymentWorks provides the Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR

12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with PaymentWorks to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

9.2. Export Restrictions. The Site, the Service, other technology PaymentWorks makes available, and derivatives thereof may be subject to export laws and regulations of the United States. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Authorized Users to access or use the Service or any content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.3. Terms and Conditions. Customer acknowledges and agrees that its use of the Services and the Transaction Data, and any use of Transaction Data by its Authorized Users or Payees, shall not modify or supersede the terms and conditions of any purchase agreements, invoices, or other negotiated terms agreed to by and between Customer and any Authorized User or Payee.

9.4. Future Functionality. Customer acknowledges and agrees that its subscription to the Service is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public or private statements made by PaymentWorks regarding future functionality or features.

9.5. Assignment. Neither this agreement nor any rights under this agreement may be transferred or assigned by Customer without the prior written consent of PaymentWorks.

<u>NON-FUNDING CLAUSE</u>.
Customer intends to request the appropriation of funds to be paid for the services provided by Architect under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, Customer's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on Customer as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of PaymentWorks, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by Customer under this Agreement, Customer shall promptly notify PaymentWorks of said non-funding and the termination of this Agreement, and in no event, later than thirty (30) days prior to the expiration of the fiscal year for which funds were appropriated.

<u>GOVERNMENT RECORDS ACCESS MANAGEMENT ACT</u>
PaymentWorks acknowledges that Customer is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (2011). As a result, Customer is required to disclose certain information and materials to the public, upon request. PaymentWorks agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to Customer Representative for response by Customer.

Generally, any document submitted to Customer is considered a "public record" under GRAMA. Any person who provides to Customer a record that the person believes should be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.