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Sacramento, CA 95816
650.799.8200

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into between Analytic, a California corporation ("Analytic"), and the client identified below ("Client"), effective as of the latter of the approval dates below (the "Effective Date").

BACKGROUND

Analytic is a cloud-based Software-as-a-Service solution for the management of human resources and financial functions of educational institutions (the "Service," as defined more precisely in the attached terms and conditions). Client has had a reasonable opportunity to inspect the operation of Analytics' Service and determined that the Analytic Service meets Client's needs. Client wishes to access and use the Service for its users to manage Client's human resources and financial functions, and Analytic desires to offer access to the Service, host Client's data, and provide usage rights for the Service and a license to use the associated workstation and mobile applications to Client and its users, all subject to the terms and conditions of this Agreement.

CLIENT

Mountain View-Whisman School District

Contact: Nadia Pongo
Title: Director of Fiscal Services
1400 Montecito Ave.
Mountain View, CA 94043
Phone: 650-526-3500

In consideration of the mutual promises in this Agreement, Analytic and Client agree as follows: The Master Services Agreement consists of this cover sheet and the attached Terms and Conditions, as well as the Exhibits indicated below, which are incorporated into and made part of this Agreement by this reference.

Check all Exhibits that apply.

- ☒ Exhibit A: Description of the Service
- ☐ Exhibit B: Professional Services Exhibit
- ☐ Exhibit C: API Exhibit

INITIAL TERM

Start Date: 7/1/2022
End Date: 6/30/2023

RENEWAL TERMS

Up to four Renewal Terms of one year each. See Section 7 of the Terms and Conditions for details.

SERVICE FEES

\$ 13,879 for the Initial Term. The fee will be increased based on the Consumer Price Index (CPI) for each Renewal Term, not to exceed of 2.5% per year. Client will be invoiced in advance for each term. Client shall make payment or issue a purchase order before the start date of each term.

RESOURCE LIMITATIONS

Maximum 4GB of data storage for all Client Databases. Maximum of 20 simultaneous user sessions. Maximum of 4GB data transferred per day by all Client User Sessions.

APPROVALS

The parties have caused their duly authorized representatives to approve and execute this Agreement below.

For Analytic:

By Richard Wilmuth, President

Date: 4/15/2022

For Mountain View-Whisman School District :

By Nadia Pongo, Director of Fiscal Services

Signature: _____

Date: _____



ANALYTIC TERMS AND CONDITIONS

1. **The Service, Apps, and the Software.**

- a. "App" means a software application together with any upgrades, error corrections, modifications, or enhancement developed by Analytic.
- b. "Service" means the cloud-based software as a service solution for the management of human resources and financial functions of educational institutions as described in more detail in Exhibit A Sections 1-3.
- c. "Workstation Apps" means the client interface software Apps to be installed on individual Client users' computers as described in more detail in Exhibit A Section 4.
- d. "Web Apps" means the server-based web Apps that run on Analytics' servers and provide access to the Service as described in more detail in Exhibit A Section 5.
- e. "Mobile Apps" means Android or iOS Apps, which permits users to access the Service as described in more detail in Exhibit A Section 5.
- f. "Software as a Service" means the server-based software used to provide the Service to Client via the Workstation Apps, Web Apps, or Mobile Apps.
- g. "Software" means, collectively, the Workstation Apps, the Web Apps, the Mobile Apps, and the Software as a Service.

2. **Usage Rights.**

Analytic will manage and provide the Service during the term of this Agreement. Subject to Client's payment of the applicable Fees set forth in Section 6 and Client's compliance with the terms of this Agreement, Client and its workers ("Users") will have a limited non-exclusive, non-transferable right during the term of this Agreement to use the Service

servers solely for Client's internal operations during the term of this Agreement.

3. **Grant of License.**

Subject to Client's payment of the applicable Fees set forth in Section 6 and Client's compliance with the terms of this Agreement, Analytic grants Client and its Users a limited non-exclusive, non-transferable, and non-sublicensable license to (a) use the Workstation Apps and the Mobile Apps (as and when available) to access the Service solely for Client's internal operations during the term of this Agreement, (b) make a backup copy of the Workstation Apps and Mobile Apps, as well screen shots or videos of the Workstation Apps, strictly for Client's internal business purposes, and (c) use, print, and make screenshots and videos of the content in Analytic's Knowledge Base described in Exhibit A Section 6 strictly for Client's internal business purposes.

4. **Professional Services.**

Analytic may provide professional services ("Professional Services") described in a Professional Services Exhibit referencing this Agreement. In consideration of the Professional Services, Client shall pay the fees described in the Professional Services Exhibit and reimburse Analytic for any reasonable reimbursable expenses incurred by Analytic on behalf of Client. Analytic shall send Client a separate invoice for Professional Services fees and expenses, which Client shall pay within thirty (30) days of receipt. Any Professional Services provided by Analytic covered in a Professional Services Exhibit shall terminate upon notice by the Client to Analytic. Payment for any Professional Services Fees and Expenses already rendered or incurred by Analytic prior to such termination shall be the responsibility of the Client.

5. **Application Program Interface.**

- a. Analytic has an optional custom Application Program Interface ("API") tool that can be used to export and import data

from and to the Analytic database, the terms of which appear in an attached API Exhibit. The API facilitates importing/exporting data to synchronize data with other of client's systems. This tool facilitates populating certain fields in Analytic and other databases eliminating duplicate entry of common fields thereby achieving the objective of data consistency across multiple software systems.

- b. Before using the API Tool, Client and Analytic must jointly create a specification of all data fields to be exported into text files on Client's servers or imported to Analytic from text files on Client's servers. This specification will include: (1) a list of each field, (2) the target or source systems, and (3) the frequency and time of import/export for each field that is imported or exported by Analytic. This specification will be done via an attachment to the API Exhibit entitled the "Import-Export Field Specifications." This specification may be changed from time to time, by mutual agreement.
- c. Because customization and use of the API tool may cause additional support burdens on Analytic, *Analytic is entitled to charge additional fees for use of this tool.* Any such additional fees will be specified in a Professional Services Exhibit and approved by both Client and Analytic. Analytic also reserves the right to change these fees upon renewal of the Agreement.

6. **Fees.**

In consideration of providing the Service and the licenses in this Agreement, Client shall pay Analytic the fees set forth on the Master Services Agreement cover sheet.

- a. Payment of the fee for the Initial Term is due at the beginning of the Initial Term and Analytic will send a confirmatory invoice at the beginning of the Initial Term.
- b. Payment of the fee for any Renewal Term is due before the beginning of such Renewal Term and Analytic will send a confirmatory invoice at the beginning of such Renewal Term.

- c. Analytic is entitled to suspend Client's access to the Service if an invoice for the Service remains unpaid for 30 days following the date of the invoice.
- d. The Service, the Workstation Apps, and the Mobile Apps provided under this agreement are considered non-taxable according to the California State Board of Equalization Regulation 1502(d). If for any reason or at any time, it is determined that the Service, the Workstation Apps, or the Mobile Apps provided under this Agreement are subject to sales tax, Client, as purchaser of the licenses and services provided in this Agreement, will be responsible for the payment of such sales tax and will promptly reimburse Analytic upon presentation of an itemized list of sales taxes payments if Analytic is required to pay such sales tax.

7. **Term of the Agreement.**

- a. **Initial Term.** The term of this Agreement begins on the Effective Date and shall continue in effect for a period of one (1) year from the Subscription Start Date (the "Initial Term").
- b. **Renewal.** This Agreement will be renewed for successive one (1) year terms (each, a "Renewal Term") unless sixty (60) days before the end of the Initial Term or current Renewal Term, one party notifies the other that the Agreement will not be renewed. Notwithstanding the foregoing, this Agreement will not be renewed more than four (4) times under this subsection.
- c. **Evaluation Period.** From time to time Analytic may offer access to the Service (or portions thereof) through a time period identified as an evaluation ("Evaluation Period") on the cover sheet as Analytic will determine in its sole discretion. This Agreement applies equally to any Evaluation Period that Client may be using. Client understands and acknowledges that the Service provided under any Evaluation Period will use sample data rather than real Client data. Client agrees to hold Analytic harmless from any liability that may arise from Client's use of the Service during such Evaluation Period.

d. Termination for Breach.

- i) Either party may terminate this Agreement upon thirty (30) days' written notice to the other party in the event that the other party materially breaches, defaults, or fails to comply with any term or provision of this Agreement, provided that the other party fails to cure the same within such thirty (30) day period.
- ii) Notwithstanding the foregoing subsection (d)(i), Analytic may terminate this Agreement immediately upon written notice to Client in the event Client materially breaches, defaults for fails to comply with Section 16 (Confidentiality) or violates Analytics' Intellectual Property Rights (defined below).

- e. Termination of User Accounts. Analytic is entitled to terminate a user's account at any time if Analytic believes that the account has been compromised or the user is violating any provision of this Agreement.
- f. Effect of Termination. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to Client under this Agreement shall terminate and Client shall erase any copies of the Workstation Apps and Mobile Apps subject to applicable law.

8. System Resource Usage Limitations.

- a. Analytic maintains statistics on the usage of resources by Client. Client agrees to the limitations on resource utilization ("Utilization Limits") in terms of the maximum number of simultaneous users connected to the Application, the maximum disk storage usage, and the maximum volume of data transferred per day set forth on the cover sheet, which are determined based on an assessment of client's needs.
- b. If Client exceeds the Utilization Limits, Analytic may notify Client and provide Client with an opportunity to reduce the excess usage. If Client is unable to reduce the excess usage or Client significantly

exceeds the Utilization Limits (as determined by Analytic, in its sole discretion), Analytic reserves the right to immediately suspend or limit the Service until Client reduces the excess usage or executes an amendment to this Agreement to upgrade the Utilization Limits for the Service.

9. Service Availability.

- a. Analytic uses reasonable efforts to maintain the availability of the Service. Analytic shall advise Client of all significant problems, issues and developments and consult with Client in advance with respect to any significant decisions or actions to be taken that may affect the availability of the Service to Client.
- b. Analytic servers, including processor speed, memory capacity, storage capacity, network bandwidth and other system parameters have been configured to provide more than adequate performance for hosting and operating the Application. Nonetheless, the parties acknowledge that, since Internet facilities and cloud services are neither owned nor controlled by one entity, Analytic does not guarantee that any given user will be able to access the Service at any given time. *Analytic will use commercially reasonable efforts to maintain a target 99.99 percent 24x7x365 up time. However, Analytic will not be liable to Client for any temporary unavailability of service.*

10. Restrictions.

- a. Client must not use or copy any Mobile Application or Workstation App for purposes other than those permitted in Section 3. The Client must not sell, rent, lease, sublicense, or transfer a Mobile Application or Workstation App.
- b. Client must not decompile, disassemble, reverse engineer, modify, or create a derivative work of a Mobile App, a Workstation App, or the Software as a Service. The Client has no right to inspect, possess, use, copy, or attempt to discover the source code (or any portion thereof) used to create any of the foregoing software (collectively, "Source Code"), except to the extent that Client is expressly

permitted to decompile such software under applicable law and Client notifies Analytic of Client's intention to decompile such software and Client's reason to do so.

- c. Client must not provide access to any Mobile App, Workstation App, or content from the Knowledge Base described in Exhibit A Section 6 without Analytic's advance written consent.
- d. Client must not resell the Service or provide it to any third party as part of an outsourcing or service bureau arrangement.
- e. Client must not engage in conduct using the Workstation Apps, the Mobile Apps, the Web Apps, or Service constituting a breach of, or threat to, the security of any of the foregoing, including but not limited to:
 - i) Obtaining unauthorized access to portions of the Service beyond those indented for public access or Client's own account, and
 - ii) Uploading, injecting, or placing on any portion of the Workstation Apps, the Mobile Apps, the Web Apps, or Service any electronic files or information containing code designed to damage or disrupt a system, such as a virus, worm, or Trojan Horse.

11. Client's Obligations.

- a. Compliance with Applicable Law. Client shall perform this Agreement and use the Analytic Materials in accordance with all applicable laws.
- b. Data Integrity. Client may from time to time import data exported from the Analytic database into other systems under Client's control. Client acknowledges that the process of importing data to Client's other systems is Client's full responsibility. This importation process includes re-formatting data, inserting data into databases and synchronizing with unique ID's and data in Client's other systems. Client recognizes that improperly carrying out this methodology could cause data corruption or data inconsistency in Client's other

systems. Client agrees to take full responsibility for the process of synchronizing data into other systems and Analytic shall not be responsible for the process of importing data to Client's other systems, including but not limited to checking exported data from Analytic for correct content and format and the security of such transfer. Analytic will assume similar responsibility in importing data into Analytic databases that is provided from Client's other systems.

12. Support and Training.

- a. Support Generally. Analytic will provide reasonable Client support to Client for the Analytic Materials. Client should report any issues with them via email to analytic@analytic.com. Analytic will then contact the Client to help resolve the issue at a mutually agreeable time.
- b. Initialization. Subject to the terms of any Professional Services Exhibit, Analytic will provide services to set up and initialize Client's database and import the basic data tables received from Client in a standard Excel spreadsheet format as specified by Analytic. Examples of such tables include: Chart of Accounts, Salary Schedules, Employee Basic Information, Degrees, Classes, Certifications, Credentials, Benefits, Position Definitions and Position Assignments.
- c. Knowledge Base, Training, and Support. See Exhibit A Section 6.

- 13. **Compliance Monitoring.** Client hereby grants Analytic, or an agent selected by Analytic, the right to monitor Client's use of the Service, the Workstation Apps, and the Mobile Apps. Client will provide reasonable cooperation with Analytic in such monitoring operations, and Client agrees to provide Analytic with all records reasonably related to Client's use of the Service, Workstation Apps, and Mobile Apps. Monitoring and the review of records will

be limited to verification of Client's compliance with the terms of this Agreement.

14. Intellectual Property Rights and Data Ownership.

- a. "Intellectual Property Rights" means all forms of intellectual property protection in all jurisdictions throughout the world, now known or hereafter established, including, without limitation, all right, title, and interest in U.S. and foreign patents or other industrial right, patent applications and any right to apply for patents, including, without limitation any continuations, divisionals, and priority applications; trade secret and nondisclosure rights; copyrights, right to renew and any associated moral or other authors' rights; and trademarks, service marks, trade names, product names, and brand names and all goodwill associated therewith.
- b. "Analytic Materials" means the Service, the Mobile Apps, the Workstation Apps, the Software-as-a-Service, the Knowledge Base content, Ancillary Data (defined below), updates and changes to any of the foregoing, and other Analytic technology used by the Client in connection with the performance of this Agreement.
- c. The Analytic Materials are protected by intellectual property laws and treaties. Analytic and its suppliers own all right, title, and interest in any Intellectual Property Rights in the Analytic Materials.
- d. The parties acknowledge that some of the Analytic Materials will be licensed third party software (the "Third-Party Code"), and that the Third-Party Code is subject to licenses granted to Analytic. Analytic shall provide notice of any terms, conditions, or other notices required by such licenses ("Third-Party Terms") to Client, and Client agrees that this Agreement is subject to Third-Party Terms, which shall be incorporated by reference in this Agreement as if fully set forth. To the extent not covered in the Third-Party Terms, Analytic hereby grants Client a royalty-free, non-sub-licensable and non-exclusive license during the term of this Agreement to use, reproduce, and execute the Third-Party Code solely as part of

Client's use of the Analytic Materials hereunder, subject to any restrictions in the Third-Party Terms.

- e. "Feedback" means suggestions, ideas, reports, identification of defects or deficiencies, expenditures, or other contributions by Client in relation to the Analytic Materials. Any Feedback will be the sole property of Analytic. Client agrees to assign, and hereby assigns, all worldwide right, title and interest in the Feedback any Intellectual Property Rights in such Feedback. Client shall assist Analytic, at Analytic's expense, in perfecting and enforcing such rights. Analytic is entitled to disclose Feedback for any purposes whatsoever without any obligation to Client.
- f. Collected Data. "Collected Data" means data entered directly by Client into the Service including data that is copy/pasted into the Service or Information imported directly into the Service from Client's sources of data. Client owns all rights to Collected Data, and is entitled to export Collected Data from the Service. Client hereby grants Analytic a non-exclusive license to use and copy the Collected Data for purposes of providing the Service and otherwise performing this Agreement.
- g. Ancillary Data. "Ancillary Data" means information imported by Analytic into Analytic from non-Client sources of data by an Analytic automated process and/or Information computed and created by processes and formulas. Subject to Client's payment of the applicable Fees set forth in Section 6 and Client's compliance with the terms of this Agreement, Analytic grants Client and its Users a limited non-exclusive, non-transferable, and non-sublicensable license to use and copy the Ancillary Data solely in connection with Client's use of the Service and internal business purposes. Ancillary Data is Confidential Information of Analytic and shall not be disclosed to any third party without Analytic's advance written consent.

15. Privacy.

Analytic's privacy practices, including but not

limited to the collection, use, and disclosure of Client Data, are governed by Analytic's Privacy Policy @ www.analytic.com/PrivacyPolicy, which is incorporated by reference as if fully set forth herein.

16. Confidentiality.

- a. Confidential Information. "Confidential Information" shall mean confidential, nonpublic, or other proprietary information that is disclosed by one party to the other party under this Agreement. For purposes of this Section 16, as between Analytic and Client, the "Disclosing Party" means, with respect to an item of Confidential Information, the entity disclosing such item of Confidential Information and the "Receiving Party" means, with respect to such item of Confidential Information, the entity receiving such item of Confidential Information.
- b. Examples of Confidential Information.
 - i) "Confidential Information" includes, but is not limited to, Collected Data; trade secrets; algorithms; data sets; schematics; models; drawings; product or service specifications, technical information, and documentation; samples; formulations; business, service, and product plans; forecasts; information about potential customers or vendors; customer or vendor lists; customer or vendor data; procurement requirements; other financial and sales information; methods of designing and implementing databases and software; other methods and processes; inventions; discoveries; and techniques.
 - ii) Analytic Confidential Information includes, but is not limited to, Ancillary Data, Analytic's source code, definitions of data structures, database tables, processes, techniques, and computed data used within the Analytics Materials that may be disclosed to or discovered or observed by Client.
- c. Restrictions. The Receiving Party shall (i) not disclose, directly or indirectly, to any third party any portion of the Disclosing

Party's Confidential Information without the prior written consent of the Disclosing Party; (ii) not use or exploit the Confidential Information in any way except for the purpose of internal review of the Confidential Information to perform or obtain the Services or otherwise perform this Agreement, or as otherwise specifically licensed by the Disclosing Party; (iii) promptly return or destroy, at the Disclosing Party's option, all materials and documentation comprising or containing the Confidential Information received from the Disclosing Party upon termination of this Agreement or upon request of the Disclosing Party; (iv) take all reasonably necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as the Receiving Party would with its own confidential information, but in no event less than a reasonable degree of care; (v) disclose Confidential Information to employees or agents of the Receiving Party only if they have a need to know the Confidential Information subject to subsection (d); (vi) cause its employees or agents who receive access to Confidential Information to abide by the restrictions and terms of this Agreement; (vii) be responsible to the Disclosing Party for any third party's use or disclosure of the Confidential Information provided by the Receiving Party to such third party; and (viii) promptly advise the Disclosing Party in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

- d. Third Party Consultants. Client understands that third party professionals, such as management consultants, information technology consultants and software developers, possess the technical skills and knowledge to decipher, copy and make use of Analytic's Confidential Information in such a way that can damage Analytic's competitive advantage. Client agrees to notify Analytic, in writing, of Client's engagement of such professionals in any manner that may expose Analytic's Confidential Information to these third-party professionals. Client agrees that Analytic has the right to deny access to

any third party that it may deem to compromise its Confidential Information and competitive advantage.

- e. Injunctive Relief. Each Receiving Party acknowledges that breach of this Section shall cause irreparable harm to the Disclosing Party that is inadequately compensable in damages, and acknowledges that the Disclosing Party is entitled to injunctive relief for such breach to be granted by a court of competent jurisdiction.

17. Security Obligations.

- a. Analytic shall use shall use reasonable and appropriate industry standard administrative, physical, and technical safeguards to secure the Disclosing Party Confidential Information in the Receiving Party's possession, custody, or control to ensure the confidentiality, integrity, and availability of such Confidential Information, including but not limited to by protecting against reasonably anticipated threats or hazards to the security of such Confidential Information and by protecting against unauthorized uses or disclosures of such Confidential Information.
- b. Client acknowledges that importing/exporting Client Data into/from unencrypted files leaves data exposed to data theft, security breach and loss of privacy of employees, *especially if that Client Data is stored on laptops or portable devices*. Client shall be fully responsible for any data theft, security breach, or violation of privacy for any Client Data stored in unencrypted files on client's servers, workstations, and devices from the use Analytic Tools, Data Grids, Report Writers and any Analytic APIs.
- c. Client must ensure that its users secure and maintain in confidence the passwords protecting access to Client's account, and Client must ensure that its users not share access to Client's account with anyone outside of Client's organization. Client must also inform Analytic immediately by email sent to analytic@analytic.com, if the Client has reason to believe that the security of a user's password or Client's account has been compromised.

18. Relationship of Analytic and Client.

Analytic and its employees and/or contractors shall perform the provisions of this Agreement as independent contractors and shall not be considered agents of Client, nor shall Analytic's personnel be considered employees of Client. Nothing contained in this Agreement shall be construed to (i) constitute the parties as partners, joint venturers, co-owners, or otherwise as Clients in a joint or common undertaking, or (ii) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. Analytic may engage subcontractors to assist with the performance of the Services, provided that Analytic remains responsible for the performance of Services by subcontractors.

19. Warranties.

- a. Warranty on the Service. Analytic warrants that during the term of this Agreement, the Service and other Analytic Materials shall perform in accordance with Analytic's published specifications for the Service.
- b. Warranty on Professional Services. Analytic warrants that Professional Services will be performed in a professional and workmanlike fashion.

20. DISCLAIMERS OF WARRANTIES AND WAIVER.

- a. EXCEPT FOR THE WARRANTIES IN SECTION 19, THE ANALYTIC MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTY OF ANY KIND.
- b. ANALYTIC HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ANALYTIC DOES NOT WARRANT THAT THE SERVICE, MOBILE APPLICATIONS, AND SITE WILL FUNCTION AND REMAIN AVAILABLE WITHOUT INTERRUPTION OR THAT THE SERVICE, MOBILE APPLICATIONS, AND SITE ARE ERROR-FREE.
- c. CLIENT IS RESPONSIBLE FOR DETERMINING THAT THE ANALYTIC

MATERIALS MEET ITS REQUIREMENTS, AND HAVE THE QUALITY THAT IT NEEDS, AND ANALYTIC DISCLAIMS ANY SUCH RESPONSIBILITY.

21. LIMITATIONS OF LIABILITY.

- a. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL ANALYTIC, ITS LICENSORS, OR ITS VENDORS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; DAMAGE TO THE LOCATION, PERSONAL PROPERTY, DATA, SOFTWARE, OR NETWORKS; EQUIPMENT DOWNTIME; OR ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, EVEN IF ANALYTIC OR ONE OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.
- b. IN NO EVENT SHALL ANALYTIC'S LIABILITY ON A GIVEN DATE FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, PROFESSIONAL SERVICES, OR ANY OF THE ANALYTIC MATERIALS, WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STATUTE, OR OTHERWISE, EXCEED AMOUNTS PAID OR OWING TO ANALYTIC UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING SUCH DATE.

22. APPLICABILITY.

SECTIONS 20 AND 21 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

23. Indemnity.

Client agrees to indemnify, hold harmless, and defend Analytic and any parent, subsidiary, or affiliate of Analytic, as well as any of their respective officers, directors, members, employees, and agents (each of whom is referred to as an "Indemnified Party") against all third party Claims (including but not limited to tenant or condominium owner Claims) arising from or in connection with:

- a. Any violation of law by Client;

- b. Misuse, modification, corruption, or deletion of the Analytic Materials; or
- c. Client's negligent, knowing, or willful acts or omissions.

24. Notices.

All notices and communications required or permitted under this Agreement shall be in writing and sent to the address of the party receiving notice first set forth above. Notices must be sent by nationally-known courier service that confirms delivery in writing or certified mail return receipt requested. Such notices will be deemed to be given upon delivery.

25. Force Majeure.

Analytic shall not be liable for any failure or delay in performing any of its obligations under the Agreement directly or indirectly caused by or resulting from acts of God, fire, flood, hurricane, earthquake, tsunami, epidemic, pandemic, accident, riot, war, terrorism, governmental actions, embargoes, strikes, labor disputes, explosions, destruction of facilities, equipment failure, late or failed delivery by suppliers, unavailability of materials, power, or the Internet, or other difficulties affecting the Service beyond Analytic's reasonable control.

26. Dispute Resolution.

- a. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sacramento, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking injunctive relief in aid of arbitration, shall not preclude parties from seeking injunctive relief for a breach of any provision of Section 16, and shall not preclude Analytic from seeking injunctive relief to enforce its Intellectual Property

Rights. Any party filing an action seeking injunctive relief must file such action in a court of appropriate jurisdiction in accordance with subsection (b).

- b. Any action based on any dispute, claim or controversy between the parties not subject to arbitration under subsection (a) or any action seeking injunctive relief under subsection (a) shall be brought in a state or federal court located in Sacramento, California, the parties consent to the jurisdiction of such courts, and the parties hereby waive any objections to any action in such courts based on lack of personal jurisdiction or improper venue.
- c. The prevailing party in any arbitration or suit brought by one party against the other and arising out of this Agreement will be entitled, in addition to any other rights or remedies it may have, to reimbursement for arbitration or court costs, the costs of the suit or arbitration (including without limitation the fees of any arbitrator or special master), and reasonable attorneys' fees.

27. Miscellaneous.

This Agreement shall be governed by the internal laws of the State of California without giving effect to its conflicts of laws principles, and is subject in all respects to applicable California law. This Agreement, together with the exhibits and documents incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Client and an authorized representative of Analytic. The failure of a party at any time to require performance of any obligation of the other party shall not affect its right to enforce any provision of this Agreement at a later time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach. The unenforceability of any provision or provisions of this Agreement shall not render unenforceable or impair its remainder. If any provision of this Agreement

is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. The headings in this Agreement are solely for the convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Analytic may assign this Agreement any assignee or successor in interest. Client may not assign this Agreement or delegate the duties under this Agreement without advance written consent of Analytic. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of Analytic, and its successors and assigns, and Client and Client's heirs, representatives, and Client's permitted successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. Facsimile signatures, signatures on an electronic image (such as .pdf or .jpg format), and electronic signatures shall be deemed to be handwritten signatures.



EXHIBIT A

DESCRIPTION OF SERVICE AND RELATED APPLICATIONS

The Analytic Service includes the following functions:

1. All databases, processing and reporting is managed in the Analytic network of servers on the Google Cloud Platform available 24x7 from anywhere in the world via an Internet connection.
2. The Analytic Human Resources function manages an extensive array of functions. Employee information includes basic employee data, taxes, retirement and benefits, detailed job information and qualifications, degrees, certifications, classes, credentials, experience, and evaluations. Position Control manages the assignment of employees to precisely defined staffing positions including financial account distributions for budgeting and payroll. Salary projection computes all salaries and benefits for employee information, budget salary projection, labor negotiations, and payroll.
3. The Analytic Financial function provides flexible financial accounting and reporting. The budget development model includes budgeting salary projection from HR, specialized budget worksheets, and budget journal management. Multiple budget models provide the basis for rapid, extensive “what-if” modeling to analyze decision-making alternatives. A flexible, intuitive report writer is designed to make extensive financial analysis straightforward.
4. Analytic provides Workstation Apps that securely access the Service running on the Analytic server network. These Workstation Apps are designed to be intuitive to the user that is familiar with managing administrative functions. They allow for the display and editing of information using an extensive collection of intelligent form and grid views. All information is reachable with a few mouse clicks. The approach to editing uses clear methodology designed to eliminate errors. Searches are extensive and results are easily displayed. Cut/paste and import/export of data are widely supported as expected in modern software implementations. Workstation Apps are easily installed from the Web and are updated automatically.
5. Analytic provides secure Web Apps and, as and when available, Mobile Apps for employees and managers to access essential information directly and quickly. Employees can view their own data including position assignments, contacts, insurance, classes and degrees. They can submit changes to their contact information and enter timesheet and leave information. Managers may access staffing lists, monthly financial reports, and approve leave and timesheets.
6. The Analytic Knowledge Base supports the Service. It is entirely on-line and is accessed via the table of contents and help buttons within the Workstation Apps. The Table of Contents provides access to the knowledge base. Slide and Videos provide presentations for user training on many subjects. Analytic also uses on-line meetings with clients to help resolve specific problems and Client support for issues that may not be covered in the Knowledge Base. Clients may also obtain custom training from Analytic on a fee per session basis. Training fees will be specified in a separate Agreement.
7. Analytic cloud servers are maintained in a secure facility that provides a backup power supply. Application databases shall be backed up daily onto separate cloud storage. Analytic has backup servers to which Client’s databases and applications can be moved on an interim basis in the case of failure of its primary servers.
8. Analytic uses reasonable and appropriate industry standard security controls to secure and protect all Client Data that is held on Analytic servers and transmitted to and from Client’s workstations or devices. This includes multiple levels of encryption.