

6/16/25

Colleen,

The attached Documents require signature from the Chairman. The scheduled BOCC date is **June 24,2025**:

Legistar Item # 15986 - Utilization of Sourcewell Contract for vendor GHD Digital Limited

Signature is needed on pages 8

Please feel free to reach out to me directly for further information, if needed.

Thanks,

Fran Hallet

Purchasing Coordinator
Hernando County Procurement Department
15470 Flight Path Dr.
Brooksville, FL 34604
fhallet@co.hernando.fl.us
352-754-4020

Transform the way you serve and connect with your community





DIGITAL SOLUTIONS AGREEMENT →

Part 1 PURPOSE

The purpose of this agreement is to refresh the Hernando County website per the specifications of this contract.

Part 2 ACCEPTANCE CRITERIA

Looks and functions like the selected theme and has been updated based on the logo and brand guidelines provided by the customer. Is responsive to different screen sizes and orientations. Is developed following the practices and guidelines outlined by the WCAG 2.1 level AA standard. All included products and AddOns are installed and configured based on the preferences confirmed by the customer during initiation. Blank pages and navigation based on the approved sitemap are setup. Training was provided for the CMS and all included products and AddOns. A GoLive Plan has been provided to the customer.

Part 3 DELIVERY SCHEDULE

Schedule will be provided upon approval of this Statement of Work.



Part 4 PRODUCTS & SERVICES

Products & Services

	Name	Billing Frequency	Quantity	Unit Price	Total
1	Govstack Standard Plan (CMS, Forms, Events) - Subscription	Annually	1	\$11,225.00 / year	\$10,102.50 / year after 10% discount
2	Govstack Standard Plan (CMS, Forms, Events) - Implementation	One-Time	1	\$31,154.00	\$28,038.60 after 10% discount
3	Govstack Platform - Client OpenID AD IdP Subscription	Annually	1	\$1,430.00 / year	\$1,287.00 / year after 10% discount
4	Govstack Platform - Client OpenID AD IdP Implementation	One-Time	1	\$1,450.00	\$0.00 after 100% discount
Annual subtotal					\$11,389.50 after \$1,265.50 discount
One-time subtotal					\$28,038.60 after \$4,565.40 discount
Total					\$39,428.10

Customer: Hernando County FL

Contact: Dominique Holmes, PIO, dholmes@hernandocounty.us, +13522771069

Address: 20 N. Main Street , Brooksville Florida, United States 34601

License Term: 36 months

Payment Terms: Net 30 days, USD*Applicable taxes and annual increase the greater of 5% and Inflationary Index not included

Quote Expiry Date: June 30, 2025

Additional Terms:

Questions? Contact me



Steph Lorentz

Account Executive

stephanie.lorentz@ghd.com

Statement of Work

1. Platform:

- Use of GHD Govstack SSO, Powered by Microsoft Azure AD (Active Directory)
- 1 identity per user to access all applications
- Maximum of 50 MAU (Monthly Active Users)
- Seamless Integration capability
- Development Professional Services available

CMS:

- Website Theme
- Content Management
- Site Builder
- Google Search
 - ~ 3rd party fees apply
- News & Subscriptions
- Accessible WCAG 2.1 Level AA

Govstack Enterprise Hosting:

- Govstack is hosted in Microsoft Azure with Geographic Zones
- Azure SQL Database

- Disaster Recovery
- High Availability Infrastructure
- Resource scaling
- 99.95% Uptime
- Microsoft Defender for Cloud
- Traffic Management and DDoS Protection with Azure Front Door
- GHD issued SSL/TLS certificates Included through Azure Managed Certificates
- All products use GHD managed certificates with 256-bit encryption. GHD does not support customer issued certificates.
- Hosting Infrastructure Certifications: ISO 27001, SOC 2, SOC 3, HIPAA/HITECH, and PCI-DSS

Events:

- o 2 Calendars
- o Available Views: Events, Council, and Tourism
- o Public Submission with approvals
- o Event email notifications
- o eScribe (3rd party fee applies)

Forms:

- o 50 Forms
- o 20,000 submissions (total per year)
 - ~ Reports
 - ~Workflow Automation
 - ~ Status Tracking

Media Manager:

Gain more control over your website's media with the Media Manager add-on for Govstack CMS.

The add-on lets you add custom meta information and categories to media files (documents, images, videos, etc) to enhance discoverability, and listings of files or media pages to provide easy access to important files and information.

Design Node:

The Govstack Design Node provides access to advanced options for configuring the look and feel of your website. Set the layout of your header, build any number of colour options for your content, create a different look and feel for specific parts of your website, and more.

Power users can also write their own CSS and JavaScript through the easy-to-use interface.

Standard Support

- o Named Contacts: Designate 2 members of your team authorized to contact Customer support and log tickets
- o Email and Online Portal: Access to our online support portal:
 - ~ Create and review your tickets
 - ~ View ticket priority
 - ~ Update ticket notes or status
 - ~ Close or re-open resolved tickets
 - ~ View tickets for your entire organization
 - ~ Portal URL: <https://www.govstack.com/learning-centre>

- Online Resource Centre: Access to product knowledge articles, news, release notes:
<https://www.govstack.com/learning-centre/>
- After Hours Priority Phone Support for Severity 1 & 2 Incidents

2. Setup and Configuration

- Project Management
- Sample sitemap from a similar organization and a tip sheet of site navigation best practices
- Access to regularly scheduled training webinars, unlimited registration for your organization's domain
- Go live activities

Full Sitemap Development:

GHD Information Architect to create first draft sitemap based on a review of Analytics, existing website, and best practices in navigation and user experience

One (1) presentation to staff of draft sitemap, including overview of website navigation best practices

GHD Information Architect to work through sitemap revisions with you to obtain final version (up to 3 rounds of revisions)

3. Integration of customer OpenID Identity provider (IdP), Active Directory (AD) or SAML (Version 2.0) into the Govstack Platform for authentication purposes.

4. Govstack Platform

- Client Microsoft AD/SAML Implementation

Part 5 EXCLUSIONS, ASSUMPTIONS, AND ADDITIONAL TERMS

1. Exclusions

- Content writing, editing, or maintenance by GHD
- Sitemap creation or revisions by GHD unless included in quote
- User set-up and permission configuration by GHD
- Integrations into third-party software not identified in scope
- Additional products, modules, or features that are not included in the selected Govstack plan, or as Add Ons under this quote
- Website clean-up assistance such as adding/editing images, photo galleries, tables, accordions, and alt text, or fixing broken links, spelling mistakes, or content-related accessibility errors.

2. Assumptions

- Customer will choose from the library of available Govstack themes, and the website will be delivered with the standard homepage and interior page layout for that theme.
- Customer will use GHD's Identity Provider for user accounts
- Customer will be responsible for ensuring all content is accessible, including uploaded documents
- Delivery will include no more than 10 meetings between customer and GHD [Standard only]
- Close Out will be within 6 months of Kickoff
- If content migration see **Schedule A** <https://www.govstack.com/learning-centre/onboarding/content-migration/>

3. Additional terms

Amendments to Contract Terms and Conditions: Section 20 – Governing Law: The governing law shall be changed from the State of California to the State of Florida.

Payment schedule: All invoicing will be delayed until October 1st, 2025.

Sourcewell contract #090320-ESL

Part 6 PAYMENT SCHEDULE

1. An invoice will be issued to the Customer by GHD for all Implementation or One-Time fees per custom Milestone Schedule.
2. An invoice will be issued to the Customer by GHD for 1 Year's Annual fees 12 weeks following Effective Date of this Agreement.

*DSA does not include applicable taxes.

Part 7 CHANGE REQUESTS

The fees quoted are based on GHD executing the services on a specific, mutually agreed upon, schedule that allows both GHD and Customer reasonable time to perform their tasks. Any deviation from the scope or schedule could result in corresponding changes to the estimated price, dates, responsibilities, or other provisions of the project. Changes that have material impact to any of the foregoing will be accommodated with a Change Order form or a separate Statement of Work as deemed appropriate by both parties. GHD will make reasonable efforts to mitigate the costs associated with the change, with Customer bearing only that portion of costs that cannot be mitigated or otherwise avoided.

GHD's our attached Terms and Conditions are applicable to this Digital Solutions Agreement and incorporated herein by reference. The offer to perform the Statement of Work for the fees quoted shall expire if not accepted and signed by an authorized representative of Customer on Quote Expiry Date.

IN WITNESS WHEREOF, GHD and Customer have caused this Agreement to be executed by their authorized representatives as of the date of last signature below ("**Effective Date**").

Customer



GHD digital

Ali Carden, PMP | A GHD Principal
Vice President & Global Practice Director,
Products and Platforms

1. Products. (a) GHD Digital (hereinafter “GHD”), subject to this Agreement, shall grant the Customer as identified in the Digital Solutions Agreement (“DSA”) a limited, non-exclusive license to use or access GHD’s digital solutions (hereinafter the “Product(s)”) which are identified and described by the DSA. The DSA shall be governed by these terms and conditions, any Third Party Terms, and any documents incorporated by reference (the “Terms”); together with the DSA, the “Agreement.” GHD together with Customer, shall be referred individually as a “Party” and jointly as the “Parties.” (b) Customer acknowledges GHD may utilize vendors or third parties to process data or provide Third Party Content or additional functionality to Products. “GHD vendors” as used herein means the third parties contracted with GHD to provide any portion of the Products subject to these Terms. “Authorized End Users” shall mean Administrative Users and Public Users. “Administrative Users” shall mean any of Customer’s employees, representatives, consultants, contractors, or agents who are authorized to use the Product and have been supplied user identifications and passwords by Customer or on Customer’s behalf to use or otherwise access the Products in the manner permitted by this Agreement. “Public Users” shall mean any individuals not affiliated with Customer, such as members of the public, authorized by Customer to use or otherwise access the Products in the manner permitted by this Agreement. “Third Party Terms” shall mean any terms and conditions of third parties and/or GHD vendors which are applicable to the use or access of the Product.

2. Proprietary Rights. (a) “IP” means all intellectual property throughout the world, including: copyrights, derivative software and products, graphical user interfaces, screen layouts, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, patents, inventions, modifications, improvements, customizations, bug fixes, upgrades, designs, logos and trade dress, moral rights, publicity rights, and privacy rights. “Intellectual Property Rights” means all rights in the IP whether existing under statute or at common law or equity, now or hereafter recognized and any application or right to apply for any of the rights referred to herein and all renewals, extensions, and restorations of the foregoing. (b) Each Party shall retain ownership of their IP and Intellectual Property Rights existing as of the Effective Date, developed or acquired independently of this Agreement, or created during the term of this Agreement, and nothing in this Agreement shall assign any ownership thereof to the other Party. (c) Customer retains all ownership of any IP owned by Customer prior to the date of this Agreement or created by Customer during the term of this Agreement. (d) Customer acknowledges that, unless otherwise specified in this Agreement or the Product, all IP in the Products other than the IP provided by Customer is the property of GHD and that all, GHD domains, designs, templates, formats, pricing, documentation, manuals, software listings, source code, or object code relating to the Products may constitute trade secret, proprietary and/or confidential information of GHD. Any IP such as information, text, graphics, data, links, or other materials appearing in the Product (“Third Party Content”) which is not owned by GHD or Client is subject to Third Party Terms. GHD grants to Customer and Authorized End Users a nonexclusive, non-assignable, nontransferable, non-sublicensable, revocable license to use and access the Products, pursuant to the terms of this Agreement and the End User License Agreement, as applicable. (e) Unless authorized by this Agreement, Customer shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Products in any way to any third party, other than an Authorized End User; (ii) modify or make derivative works based upon the Products, disassemble, reverse compile, or reverse engineer any part of the Products; or (iii) create Internet “links” to the Products or “frame” or “mirror” any part of the Products, including any content contained in the Products. (f) Customer’s exposure to the Products may result in Customer developing or suggesting IP or other improvements or changes related to the Products (“Feedback”). Customer grants to GHD a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other Feedback provided by Customer or Authorized End Users relating to the operation of the Products. (g) With Customer’s prior written consent, GHD may use Customer’s name, logo, and/or trademark in connection with certain promotional materials, including brochures, websites, press releases, advertising, and other materials promoting the Products, which GHD may disseminate to the public. Customer may withdraw authorization for such use at any time by providing thirty (30) days written notice as provided in Section 23 below.

3. Data Use. (a) As between the Parties, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. “Customer Data” shall mean Customer information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of a Customer or Authorized End Users. Customer shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Customer to GHD pursuant to this Agreement. As necessary to provide Product to Customer, Customer grants to GHD a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to access, revise, reproduce, distribute, host, store, manage, process, display, and otherwise use Customer Data and perform all acts with respect to Customer Data, as necessary to provide the Products to Customer, prevent or address Customer’s technical problems with the Products, and meet all other purposes for Customer set forth herein. GHD shall have no obligation to validate any content of the Customer Data for content, correctness, usability, or for any other purpose. Customer shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to the Customer Data. (b) Customer agrees that GHD may use Customer Data to add insight, analytics, and data science to the Products and/or to provide or suggest additional solutions and services to Customer.

(c) Notwithstanding anything to the contrary in this Agreement, Client authorizes GHD to compile Aggregated Data, and such Aggregated Data shall be proprietary to GHD. “Aggregated Data” means any non-personally identifiable, technical, statistical, or analytical data, including Customer Data, gathered, or generated directly by the Product or by use of the Product, that GHD collects, gathers, and aggregates periodically as part of its ordinary business operations. Aggregated Data may be used by GHD for any reason, including, on a non-attributed basis to monitor and improve its products and services, for benchmarking purposes of providing additional products and services, or to provide customized services or technologies to its customers. To the extent an assignment of aggregated or de-identified Customer Data is needed to permit GHD to obtain ownership of the right, title, and interest in, to or under, any or all of the aggregated or de-identified Customer Data, Client hereby assigns and transfers the right, title, and interest in, to, and under such aggregated and de-identified Customer Data to GHD. (d) Customer agrees Customer Data stored by GHD will remain within the Customer’s country of origin. Third Parties may Process (as defined herein) Customer Data as set forth in the applicable Third Party Terms. To facilitate user login, Customer acknowledges and agrees that limited encrypted Customer Data consisting of name, username, and/or email address, may be Processed and stored in Canada, regardless of Customer location. (e) Customer’s bandwidth and disk usage shall be limited to the service levels set forth in the DSA. Any exceedance of these levels by Customer shall be subject to additional fees.

4. Data Protection, Privacy, and Cookies. (a) Customer agrees that GHD may store some or all Customer Data on systems which may run on a third party cloud storage provider, including but not limited to Azure Cloud. (b) For purposes of data privacy and protection laws, GHD is the data processor and Customer is the data controller of Customer Data and Authorized End Users’ information. Customer represents and warrants that it has complied and will comply with all applicable local, state, national, and foreign laws related to data privacy and the transmission of technical or personal data, including personally identifiable information, and has obtained and/or owns all rights, permissions, and consents necessary in the Customer Data and Authorized End Users’ information necessary to meet all purposes and relevant obligations set forth herein. Customer is responsible for providing privacy notices in relation to data privacy and protection laws to Authorized End Users. (c) If GHD receives, has possession or custody of, access to, or control over, any Customer Data which includes Personal Information then GHD will comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to and storage of Personal Information. “Personal Information” means information Customer (directly or indirectly, including through another party) shares with, discloses to, allows, or provides access to GHD, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as Personal Information may otherwise be defined by law. “Processed” or “Processing” means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means. (d) The Product may include cookies on services and use them to recognize user when returning to the Product. Authorized End Users may set their browser so that it does not accept cookies. Cookies must be enabled on the Authorized End User’s web browser, however, if user wishes to access certain personalized features of the Product. (e) GHD’s relevant policies, which are hereby incorporated into this Agreement, are located at:

Privacy Policy: <https://www.ghd.com/en/privacy-policy.aspx>

Personal Information Processing Addendum:

https://www.ghd.com/en/resources/trustcenter/PersonalInformationProcessingAddendum_1_0.pdf

(f) Customer shall be responsible to comply with all applicable laws in regard to information collected by Customer from Authorized End Users through the use of a Customer created form within the Product.

5. Data Retention. (a) The Products are not intended to be a data retention tool. Customer shall be responsible for compliance with any applicable data retention laws and shall maintain independent archives of data which is required to be retained by such laws. (b) During the term of this Agreement, GHD shall retain Customer Data within the Product for a minimum of one (1) year, except for Customer Data in the Events module, which shall be retained for a minimum of three (3) years. Following the expiration or termination of this Agreement, GHD shall not be required retain Customer Data and GHD shall remove such Customer Data from GHD systems within a reasonable period of time. Prior to the removal of Customer Data from GHD systems, Customer may, for an agreed upon fee, elect to download such Customer Data in a mutually agreed format or extend the data retention. Notwithstanding the foregoing, data retention shall be extended as required by applicable laws. (c) A data destruction certificate certifying Customer Data (not including Aggregated Statistics) has been destroyed from GHD hardware and software shall be provided at the Customer’s written request at a cost of five hundred (\$500) dollars, in the currency set forth in the DSA. (d) GHD maintains a daily backup of its systems for thirty (30) days. In certain circumstances, it may be possible to restore data that has been inadvertently deleted by Customer. A request to restore data can be made to Customer support. Fees may be applied to restore deleted content. (e) Provided GHD retains Customer Data for the agreed upon duration, GHD shall have no liability arising from a failure to maintain Customer Data.

6. Data Security. GHD will maintain industry standard administrative, technical, and physical safeguards, including but not limited to PCI DSS and ISO 27001 compliance, to protect the security and privacy of Customer Data, in use, in transit, and at rest. These

safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them. If either Party becomes aware of any unauthorized access to or breach of the Products which includes Customer Data ("Security Incident"), such Party will promptly notify the other in writing of the Security Incident and include the following information: (i) the nature of the Personal Information compromised and how the Security Incident occurred; (ii) the timing of the Security Incident; (iii) the steps taken by the impacted Party to resolve the Security Incident; and (iv) the measures to be undertaken and implemented to prevent a reoccurrence of the Security Incident. In the event of a Security Incident, GHD reserves the right to shut down the Product(s) to protect the Parties with reasonable notice to Customer and with no liability to GHD for these or other remedial actions.

7. Term and Payment. (a) The term of the license granted to Customer shall be set forth in the DSA and shall continue until the Agreement is terminated or expires pursuant to Section 15. Unless otherwise provided for in the DSA, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of cancellation is delivered by one Party to the other thirty (30) days prior to the expiration date. GHD reserves the right to update these Terms at the expiration of each term. (b) Beginning on the first-year anniversary of the Effective Date and on each succeeding anniversary of the Effective Date during the term of this agreement, and for each renewal term, GHD shall be entitled to include a price increase of 5% to align with inflation as described in the Consumer Price Index in Canada (<https://www.statcan.gc.ca/en/start>) and the Federal Bureau of Labor Statistics in the US (<https://www.bls.gov/>). GHD will provide reasonable notice to Customer of price increases and any update in the Terms. Continued use of the Product beyond the expiration date shall be considered acceptance of the Terms. (c) GHD shall invoice Customer on a periodic basis for the applicable fees as set forth in the DSA. Customer agrees to pay such invoices within thirty (30) calendar days after the date of the applicable invoice. Unpaid invoices will be subject to a charge of one (1.0%) percent per month on any outstanding balance. (d) GHD shall provide Customer with notice of the unpaid invoices and if payment has not been made by Customer within thirty (30) days of such notice, GHD reserves the right without liability to suspend the Products or Customer's access to the Products. (e) In addition to the rates or charges for the Products specified in the DSA, Customer shall pay all local, federal, and state/provincial sales tax, goods and services tax, value added tax, and other taxes applicable to the provision of the Products.

8. Customer Responsibilities. (a) Customer shall license all third party software and obtain all hardware, at Customer's sole expense, that may be needed for Customer to operate the Products. (b) Customer shall abide by all laws, regulations, and ordinances applicable to the use of the Product, and the terms of this Agreement. Customer assumes responsibility for all acts or omissions of its Authorized End Users and agrees to indemnify and hold GHD harmless from any claim howsoever arising from the acts or omissions of its Authorized End Users. (c) Customer shall comply with any demand by GHD to correct, discontinue, or remedy any violation of applicable laws, or regulations, pertaining to Customer Data or any other content collected or used by the Products. (d) Customer may subscribe and consent to receive outage notifications, release notes, and/or other marketing material from GHD. Failure to subscribe may result in Customer not receiving information relevant to their use of the Product. (e) Unless the Customer utilizes Single Sign On ("SSO") where Customer manages their own active directory, Customer will promptly provide to GHD a list of names and other requested information to register each Administrative User to use the Products and shall notify GHD in writing as to any changes including termination of the Administrative Users. Each Administrative User will have a unique User ID for his or her access to the Products which cannot be shared nor transferred. Customer will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly take steps to remove access for such unauthorized persons and notify GHD if the security or integrity of a User ID or password has been compromised. The number of Administrative Users licensed shall be as set forth in the DSA. Customer may permanently reassign an Administrative User license from one individual to another individual by (1) notifying GHD of the Administrative User whose use of the Products is being terminated and (2) the individual to whom the Administrative User license will be reassigned. Each additional Administrative User may require an additional fee, the amount for which is specified in the DSA. (f) Customer is responsible for all content sent via notification tool, to ensure notifications sent follow anti-spam legislation and will manage subscribers within local laws. Mass notification functionality will only perform up to the levels noted in section 12. Service Levels. (g) Project kick off meeting must occur within the first 3 months following the Effective Date. Project timeline will be provided during Project Kick off meeting. A delay is defined as any instance where the Customer's inaction or delay in meeting agreed deadlines extends any project milestone timeline by more than 15 days beyond the planned schedule. For Customer caused delays, there will be a restart fee representing 30% of implementation fees. In the event that the project timeline is interrupted due to Customer delay, GHD will provide an adjusted project schedule following payment of the Restart Fee. Following payment of the Restart Fee, GHD will take commercially reasonable effort to realign resources, timelines, and priorities. GHD will make all reasonable efforts to adhere to the timeline and deliverables agreed upon during the kickoff meeting, provided that the Customer fulfills their obligations as stipulated in these Terms. GHD shall not be liable for any project delays or missed deadlines resulting from Client's failure to adhere to the agreed timeline, nor shall such delays constitute a breach of these Terms by Company.

9. Change Order. Customer may request a modification to the DSA by written request to GHD. The requested changes will become effective only when a change order which

describes the scope of the changes, the timing for the performance of any Services, and any fees resulting from the changes is executed by authorized representatives of both parties ("Change Order"). Upon execution, a Change Order will become part of this Agreement.

10. Customizations & Integrations are defined as the process of creating software applications, integrating third-party systems, Website custom theme design, implementing custom modifications to Products, or extending Products to meet a specific Customer's requirements. A one-time professional service fee for this work will be outlined in the DSA. A one-time professional service fee for this work will be outlined in the DSA. The annual fee includes licensing and hosting only, maintenance and upgrades will be billed on a time-and materials basis and quoted using commercially reasonable efforts. (i) GHD may provide services or Product customization ("Deliverables") as set forth in the DSA. (ii) If the DSA provides Deliverables for evaluation or test purposes (e.g., demo, test, or trial-versions), the Customer's use such version is limited to (a) internal evaluation or test purposes by Customer and, (b) the time period specified by GHD during implementation planning ("User Acceptance Testing" or "UAT"). UAT plans will include tests of all major functions, processes, and interfacing systems. Use of the Deliverables under this section may be subject to functional restrictions, and any use is at the Customer's own risk. GHD disclaims all liability arising from use of the Deliverables during UAT. (c) Unless otherwise specified, Customer shall inspect Deliverables and conduct an acceptance during the Acceptance Period defined by GHD ("Acceptance Period"). Customer shall review and inspect the Deliverables and shall either (i) Provide written acceptance, or (ii) Notify GHD of any non-conformities ("Deficiencies"). GHD will respond within thirty (30) business days and extend the Acceptance Period if necessary. Failure to provide notice of acceptance or rejection constitutes acceptance by Customer. Upon acceptance, GHD will issue an invoice will be issued for any annual or unpaid one-time implementation fees specified in the DSA. In the event the Customer finds the Deliverables do not conform to the DSA, within ninety (90) business days following acceptance, GHD will take commercially reasonable steps to remedy the Deliverables. Beyond this period, any further remediation will be billed on a time-and-material basis via a Change Order. Support requests can be submitted through your GHD contact or our Support team. Our Support team cannot provide support under our Product SLA for Customizations and Integrations, including but not limited to change of specifications, endpoints, security requirements, accessibility requirements, software deprecation, changes to third-party environments. GHD shall retain all IP and Intellectual Property Rights created by GHD under this Customization & Integration provision. Limitation of Use: i) Any UAT, test environments or assets will not be used for Productive Use. "Productive Use" means an environment used for Customer's business purposes rather than testing. All major upgrades, modifications, and new systems must be tested by the appropriate users prior to production deployment ("Production"). ii) For Function Triggers: up to 100,000 request per calendar month per application, not to exceed 200,000 requests across all applications per calendar month, iii) API (Application Programming Interface) Calls: up to 250,000 calls per calendar month per application, not to exceed 500,000 API calls across all applications per calendar month, iv) for Web Requests: up to 500,000 per calendar month per application, 1,000,000 web requests across all applications per calendar month, v) Application: Limited to 10 applications per customer. "Application" is defined as code required to execute to fulfill to deliver the solution, where a Customer may have multiple applications to provide the Deliverable. It's estimated that each customer will average 2 applications. "Function Trigger" is defined as application code that executes in GHD's environment to complete processing as part of an Application. "API Calls" are defined as requests made to an Application Programming Interface to retrieve data or initiate a Function Trigger to run. "Web Request" is defined as a request to retrieve a static resource including but not limited to JavaScript files, Cascading Style Sheets (CSS) files, images and documents. Rights in the Deliverables created by GHD under this Product Customization provision.

11. Equipment. GHD will not furnish equipment or materials necessary for the Product to Customer and its Authorized End Users, except as expressly provided in the DSA ("Equipment"). If Equipment is provided to Customer by GHD, all Equipment is the sole and exclusive property of GHD. Customer agrees to promptly deliver Equipment, at Customer's cost and risk of loss, to GHD at the end of the license term or earlier, as requested by GHD.

12. End User Terms. The Customer shall provide a set of terms and conditions applicable to all Authorized End Users and remain responsible for its contents (often referred to as an End User License Agreement or Terms of Service/Use, herein referenced as the "EULA"), which shall be incorporated by GHD into the Product. GHD is not liable for the contents of the Customer's EULA. However, Customer is required to include in the EULA provisions which limit risk to Customer and GHD, and which are located at: https://www.ghd.com/en/resources/trustcenter/End_User_Licensing_Agreement_Provisions_1_0.pdf and or available upon request (the "Mandatory Provisions"). Failure to include the Mandatory Provisions in the EULA, or mutually agreement provisions which meet the same intent, is deemed material breach of this Agreement. Customer agrees GHD is harmless for any liability arising under or in connection with the EULA, including but not limited to, failure to include the Mandatory Provisions.

13. Third Party Integrations Fees. Product may be used by Customer in conjunction with one or more third party services. Customer's use of third-party services in conjunction with the Product may be subject to separate fees and Third Party Terms. The functionality of third party integrations may be limited by the availability of data sources from third parties and access to data sources from the third party's vendors. In the event Customer requests third party services be integrated into the Product, the Services required will be addressed through a Change Order, which will be subject to a third party integration fee.

14. Default. Customer shall be in "Default" if (i) Customer or its Authorized End User breaches any of the terms of this Agreement, (ii) GHD has reasonable grounds to believe that Customer or an Authorized End User is in breach of this Agreement, or (iii) there is the institution by or against Customer of insolvency, receivership, bankruptcy proceedings or upon Customer ceasing to do business. If GHD reasonably believes Customer to be in Default, GHD shall provide Customer with notice of the nature of such Default. If the Default has not been cured by Customer within thirty (30) days of such notice, GHD shall have the right, at its sole discretion and without notice, to take such remedial actions as it deems appropriate, including without limitation: (i) suspending or terminating Customer's license to access the Products without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending, or terminating the subscription of, access to, or current or future use of the Products; (iii) removing any Customer Data that Customer or its Authorized End User has submitted, posted, or displayed; (iv) imposing other restrictions on Customer's use of any features or functions of the Products as GHD may consider appropriate in its sole discretion; and (v) any other corrective actions or penalties that may be available to GHD in law, equity, or contract. GHD shall be in Default if (i) GHD breaches any of the terms of this Agreement, or (ii) insolvency, receivership, bankruptcy proceedings initiated by GHD or upon GHD ceasing to do business. If GHD is in Default, Customer shall provide GHD with notice of the nature of such Default. If a Default, other than a breach of the Warranty obligations in Section 16 of these Terms, has not been cured by GHD within thirty (30) days of such notice, Customer shall have the right to terminate Customer's license to access the Products without further liability for payment, provided all amounts due GHD prior to the Default have been paid. If a Default is a breach of the Warranty obligations in Section 16 of these Terms and such Default has not been cured by GHD within one hundred twenty days (120) days of such notice, Customer shall have the right to suspend payment due GHD until such Default is cured. If GHD is unable or unwilling to cure the Default, GHD shall be entitled to terminate this Agreement.

15. Termination and Suspension. The provision of the Products shall expire as set forth in the DSA. Unless explicitly permitted by this Agreement, Customer may not terminate this Agreement during the term of the license as set forth in the DSA without written authorization from GHD. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Product. No expiration, termination, or suspension will affect Customer's obligation to pay all fees due pursuant to the DSA. Customer shall have no right to a refund of any previously paid fees. Any suspension of access to the Products resulting from a Default shall not constitute a termination of the Agreement. Customer's access to the Products shall resume upon Customer no longer being in Default, and upon payment by Customer any costs directly related to the restoration of access to the Products. GHD shall have the right to terminate this agreement as set forth in other provisions of this Agreement.

16. Warranty. (a) GHD warrants the functionality of the Product as set forth in the SLA and that the Product will meet applicable accessibility laws in place during the term of this Agreement, except that GHD has no responsibility to monitor or correct any content provided, generated, or uploaded by Customer. (b) Customer understands that the Product, or some features thereof, may be temporarily or permanently discontinued, changed, upgraded, improved, or limited, with reasonable notification to Customer. If, as a result of these changes, the Product is no longer supported by GHD, its vendors, or third parties, GHD shall have the right to terminate portions of, or the entire Agreement. (c) Customer acknowledges that use of the Products is at Customer's own risk, except as otherwise provided herein. GHD is not responsible for protection or privacy of information transferred through the Internet or any other network Customer may utilize. Sensitive data may be protected with the use of encryption that does not violate any governing laws or regulations. Customer acknowledges that GHD has no control over and accepts no responsibility for Customer Data hosted by Customer. (D) EXCEPT AS EXPRESSLY SET OUT IN SECTION 16(a), THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES, GUARANTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW, BY COURSE OF CONDUCT OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PERFORMANCE. GHD DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT IT WILL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED OR THAT ANY DATA IS COMPLETE OR WHOLLY ACCURATE, OR THAT THE PRODUCTS WILL FUNCTION WITHOUT FAILURE OR INTERRUPTION. (E) UPON CUSTOMER NOTIFYING GHD OF ANY ERRORS, BUGS, OR OTHER PROBLEMS IN THE PRODUCTS, GHD'S SOLE AND EXCLUSIVE RESPONSIBILITY WILL BE TO PROVIDE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH PROBLEMS TO THE EXTENT COMMERCIALY FEASIBLE. (e) The Products may contain Third Party Content. Customer acknowledges and agrees that GHD is not responsible or liable for: (i) the availability or accuracy of such Third Party Content. Links to or use of Third Party Content does not imply any endorsement by GHD of the Third Party Content. Customer has the sole responsibility for and assumes all risk arising from Customer's use of any such Third Party Content. Customer further acknowledges that Customer's use of Third Party Content will be subject to the Third Party Terms applicable to such content.

17. Indemnification. (a) GHD agrees to indemnify and hold harmless Customer from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent they are caused by the gross negligence

or willful misconduct of GHD or based on a claim that the Products infringe on any patent, copyright, trademark, or other intellectual property right of a third party; provided however, that GHD shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Products by Customer or any third party not specifically authorized by GHD, (ii) any combination of the Products by Customer with other programs or data not furnished by GHD; or (iii) any use of the Products by Customer or its Authorized End Users that is prohibited by the EULA or is otherwise outside the permitted use for which the Products are intended. (b) Notwithstanding anything to the contrary contained or implied herein, the GHD Indemnitees (defined below) shall have no liability for any damages, whatsoever relating to the tools, third party software, third party products, or any products or services not developed or provided by GHD. (c) Customer agrees to indemnify and hold harmless GHD, its parents, subsidiaries, affiliates, officers, directors, employees, agents, vendors, subcontractors, and any successors or assigns (together the "GHD Indemnitees") from and against any and all losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent caused by (i) any negligence or willful misconduct of Customer, (ii) Customer Data and Customer material infringement of any third party rights, or (ii) any breach by Customer of the terms of this Agreement.

18. Limitation of Liability. (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY; THE GHD INDEMNITEES' LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO GHD DURING THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT UPON WHICH LIABILITY IS PREDICATED FOR THE PRODUCTS PROVIDED BY GHD HEREUNDER. (b) EXCEPT AS EXPRESSLY SET OUT HEREIN, THE GHD INDEMNITEES SHALL NOT BE LIABLE TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH OR UNDER CUSTOMER, OR TO ANY THIRD PARTY FOR ANY LIABILITY, EXPENSE, INJURY, CLAIM, PENALTY, FINE, INTEREST, OR CAUSE OF ACTION WHATSOEVER OR HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, OR FOR LOSS OF PROFIT OR REVENUES, BUSINESS INTERRUPTION, CONTRACT, GOODWILL, OR OTHER BUSINESS OR ECONOMIC LOSS, OR FOR LOST OR DAMAGED DATA, THE AVAILABILITY OF DATA, OR DAMAGE TO NETWORK, COMPUTER, SERVER, OR THE PRODUCTS.

19. Dispute Resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement provided hereunder. The matter may be submitted to the judicial system set forth in Section 20, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party.

20. Choice of Law. If Customer resides in the United States, the laws of the State of California shall govern this Agreement, without reference to conflicts of law rules or principle. If Customer reside in Canada the laws of the Province of Ontario and the laws of Canada applicable therein shall govern this Agreement. Both GHD and Customer specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Customer shall bring any action, suit, or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

21. Contracting Entity. The term GHD Digital used herein is a marketing name for the entities licensing the Product. For Customers located in the United States of America, the Product is licensed from GHD Services Inc, a Delaware corporation with offices at 2055 Niagara Falls Blvd., Niagara Falls, NY 14304, USA. For Customers located in the Canada, the Product is licensed from GHD Digital (Canada) Limited, formerly eSolutions Group Limited, an Ontario corporation with offices at 455 Phillip St., Waterloo, ON, N2L 3X2, CA.

22. Force Majeure. GHD will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any unforeseen or unavoidable cause reasonably beyond the affected Party's control ("Force Majeure"). Force Majeure may include, but is not limited to natural events, pandemic, labor, or civil disruption, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions.

23. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered by email to the respective Party's contact identified in the Agreement, or at such other address as may be changed by either Party by giving written notice thereof to the other. All notices to GHD pertaining to this Agreement shall be delivered to digital-legal@ghd.com.

24. Insurance. GHD agrees to carry throughout the Term of this Agreement insurance coverage appropriate to its Products and Services. The certificates of insurance, incorporated herein by reference, confirm GHD's policy details for its commercial general liability, technology professional liability, and cyber liability insurance in effect at the Effective Date. Upon Customer's request, GHD will provide certificates of insurance stating Customer as a certificate holder.

25. Service Levels. The Product will meet or exceed the minimum service level standards set out in the Service Level Agreement ("SLA"), subject to change without notice, published at https://www.ghd.com/en/resources/trustcenter/ServiceLevelAgreement_1_0.pdf and incorporated into this Agreement.

26. Piggyback Clause. This Agreement may be used by other institutions (such as state, province, local and/or public corporations or agencies) who express an interest in piggybacking on this contract in accordance with the terms and conditions of this Agreement at the pricing offered by GHD to Customer at the time of piggybacking. GHD agrees that Customer shall bear no responsibility or liability for any agreements between GHD and the other Institution(s) who desire to exercise this option.

27. General. (a) Third Party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. (b) Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof. (c) Successors and Assignment. Customer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of GHD. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. (d) Severability and Survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations, indemnifications, or limitations of liability contained within this Agreement shall survive the termination of this Agreement. (e) Authority. Customer represents and warrants that the individual accepting this Agreement is doing so with full and complete authority to bind Customer on whose behalf they are acting to every term of this Agreement. Acceptance of this Agreement signifies that Customer has read and agrees with all terms and conditions referenced in this Agreement. (f) Entire Agreement. The DSA, these Terms, and any documents referenced in either document constitute the complete and final agreement between GHD and Customer regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the DSA or the Products. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.