



MASTER SAAS AND SERVICES AGREEMENT

Rev 2.2020

This Master SaaS and Services Agreement (this "**Agreement**") is entered into on this 8th day of September, 2020 (the "**Effective Date**") by and between Periscope Holdings, Inc., a Delaware corporation ("**Periscope**") with a place of business at 5000 Plaza on the Lake, Suite 100, Austin, TX 78746, and the County of Contra Costa, a political subdivision of the State of California with a place of business at 40 Muir Road, 2nd Floor, Martinez, CA 94553 ("**Customer**"). Periscope and Customer are sometimes referred to jointly as the "**parties**" or singularly as a "**party**."

RECITALS

WHEREAS, Customer desires to obtain access to the Services with respect to certain of its information technology needs; and Periscope wishes to provide the Services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

1.1 Purpose. This Agreement sets forth the terms and conditions under which Periscope agrees to provide (i) certain Periscope-hosted software as a service ("**Subscription Services**") for the Software as the same may be updated, revised and replaced by Periscope in its discretion from time to time pursuant to Section 1.5 below (each such application, including revised and updated applications, together with any applicable documentation thereto, and programming and user interfaces therefor set forth on an Order Form, a "**Platform**") to Authorized Users, all as set forth on an order form executed by Customer and Periscope ("**Order Form**") issued hereunder, in a form substantially similar to the form attached hereto as Exhibit A and (ii) implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management set forth in a Statement of Work executed by Customer and Periscope and subject to the terms of this Agreement ("**Professional Services**" and, together with Subscription Services, the "**Services**") related to Customer's access to, and use of, the Subscription Services and each Platform, as further set forth in the Service Level Exhibit attached hereto as Exhibit B (the "**Service Level Standards**"), and on each statement of services ("**Statement of Work**") issued hereunder as an exhibit, in a form substantially similar to the form attached hereto (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "**Statement of Services**").

1.2 The Services: Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Periscope shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Periscope hereby grants Customer and Authorized Users a limited, revocable, non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use each Platform, in strict accordance with this Agreement and solely for Customer's own internal business purposes. Unless expressly stated otherwise, all license rights granted herein or in connection with any Platform shall immediately terminate upon termination or cessation of this Agreement. The provision of any Platform or other work product or deliverable to Customer does not constitute a sale of such Platform, work product, or deliverable to Customer. Customer shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Contractor.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the terms of this Agreement and shall identify each applicable Platform, number of users limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services. Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the terms of this Agreement and may, but need not, include the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Periscope may, in its sole discretion, make any changes, updates and revisions to any Platform for any reason, including but not limited to (i) maintain or enhance (a) the quality or delivery of Periscope's products or services to its customers, (b) the competitive strength of, or market for, Periscope's products or services, or (c) such Platform's cost efficiency or performance, (ii) replace older versions of any Platform and its components with newer versions, or (iii) comply with applicable law, provided however that no such change, update or revision shall reduce the functionality of the Platform or Services.

2. PLATFORM ACCESS AND AUTHORIZED USERS

2.1 Administrative Users. During the configuration and set-up process for each Platform, Customer will identify an administrative user name and password for Customer's Periscope account. Periscope reserves the right to refuse registration of or cancel user names and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform and associated Periscope platforms on behalf of Customer as "Customer Users." Additionally, Customer may allow such number of designees ("Vendor Users" and, together with Customer Users, "Authorized Users") and, subject to Periscope's then-current Vendor Terms of Use, such number of its vendors ("Vendors") as is indicated on an Order Form, and their personnel, to access associated Periscope platforms in connection with such Vendor's activity with Customer through the associated platform. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform, (i) each Authorized User shall agree to abide by the terms of Periscope's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, or a subset hereof, and (iii) Vendor Users shall agree to abide by the terms of the then-current Periscope Vendor Terms of Use applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Periscope of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation and shall be liable for any breach of the foregoing agreements by any Authorized User.

2.4 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Periscope account, passwords (including but not limited to administrative and user passwords) and files. Periscope is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords unless such theft occurred via access through Periscope's hosted Platform.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms that are part of a Platform or any Platform software set forth on an Order Form (the "Software"), or Software documentation related to a Platform; (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software, the Services, including all user-visible aspects of the Services, and each Platform are the Confidential Information of Periscope, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and shall cause all Authorized Users to use, each Platform, Software, and the Services in full compliance with this Agreement, Periscope's end-user terms of use, and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed the terms of use governing use of the Platform provided by Periscope, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Periscope may suspend Customer's account and access to each Platform and performance of the Services at any time and without notice if Periscope believes that Customer is in violation of this Agreement. Although Periscope has no obligation to monitor Customer's use of a Platform, Periscope may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all cooperation and assistance as Periscope may reasonably request to enable Periscope to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Periscope with such access to Customer's premises and its information technology infrastructure as is necessary for Periscope to perform the Services in accordance with this Agreement.

3.4 Training and Education. Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation of each Platform such Customer Users utilize, and to ensure that each Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Periscope from time to time.

3.5 Customer Systems. Customer shall be responsible for obtaining and maintaining both the functionality and security of any equipment and ancillary services needed to connect to, access or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

3.6 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re-export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

3.7 DFARS. Software, each Platform and the Services and any documentation provided by Periscope are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to Defense Federal Acquisition Regulation Supplement, codified under Chapter 2 of Title 48, United States Code of Federal Regulations, Section 227.7202, and Federal Acquisition Regulation, codified in Title 48 of the United States Code of Federal Regulations, Section 12.12. Any use, modification, reproduction, release, performance, display, or disclosure of the Software or documentation by the United States Government is governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement.

4. CONFIDENTIALITY

4.1 Confidential Information. Each party receiving Confidential Information (the "Receiving Party") acknowledges and agrees that all (i) proprietary information and trade secrets relating to the disclosing party's (the "Disclosing Party") products, including, without limitation, business, technical financial information, marketing and promotion plans, any changes or improvements therein, including any cost savings measures, (ii) information marked confidential, restricted or proprietary by the Disclosing Party, and (iii) any other information that would reasonably be understood to be confidential, whether or not so marked, is the confidential and proprietary information of the Disclosing Party (all such information hereinafter referred to as "Confidential Information"). Confidential Information of Periscope includes non-public information regarding the features, functionality and performance of each Platform, Software, and the Services. Confidential Information of Customer includes non-public data provided by Customer to Periscope to enable the provision of access to, and use of, the Services and all content, data and information recorded and stored by each Platform for Customer ("Customer Data"), but explicitly excludes Vendor Information (defined below).

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can demonstrate (i) is or becomes generally available to the public other than through a breach of the Receiving Party's or a third party's confidentiality obligations, (ii) was lawfully in the Receiving Party's possession or known by it immediately prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to the Receiving Party by a third party that is not restricted from disclosing such information by law, contract, fiduciary duty, or otherwise, or (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party.

4.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not disclose, use, sell, copy, transfer, reproduce, or divulge such Confidential Information to any third party, or otherwise use any Confidential Information for its own benefit or the benefit of a third party, and (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice the Disclosing Party of the disclosure of such Confidential Information.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that any breach of the obligations of confidentiality described in this Section 4 may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section 4, the Disclosing Party is entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity.

4.6 Disclosure to Representatives. The Receiving Party may disclose the Confidential Information of the Disclosing Party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as "Representatives"). The Receiving Party is responsible for any breach of this Section 4 by its Representatives.

4.7 Return of Confidential Information. All Confidential Information shall remain the property of the Disclosing Party. Upon any termination or expiration of this Agreement, the Receiving Party shall return to the Disclosing Party the original version of all Confidential Information of the Disclosing Party in document form, including any electronic media version, such as CD-ROM or computer disk, and shall confirm to the Disclosing Party in writing that all such documents and things have been so provided and that all copies thereof have been destroyed subject to compliance with applicable law.

5. PROPRIETARY RIGHTS

5.1 Ownership. Notwithstanding that Customer Data is stored in the Platform, Customer owns all right, title and interest

in and to the Customer Data, and Periscope has no ownership interest in or to the Customer Data. Periscope shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any Software, tool, diagram, or other resource used to access, interpret, or organize Customer Data, (iii) any software, applications, inventions or other technology developed in connection with the Services, and (iv) all Intellectual Property Rights and proprietary rights in and related to any of the foregoing (collectively, "Services IP"). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to Periscope.

5.2 Customer Data and Vendor Information License. Customer hereby grants to Periscope a non-exclusive, transferable, worldwide and royalty-free license to use and otherwise lawfully derive benefit from (i) Customer Data to provide the Services to Customer hereunder and as necessary or useful to monitor and improve a Platform, Software and the Services, both during and after the Term, and (ii) Vendor Information for any lawful purpose. "Vendor Information" means any Vendor list or Vendor contact information that is provided to Periscope by Customer or uploaded to any Platform by or on behalf of Customer. For the avoidance of doubt, Periscope may use, reproduce and disclose Platform-, Software- and Services-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Customer or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material, including any Software, tool, diagram, or other resource used to access, interpret, or organize such information, data and material, will be owned by Periscope. In connection with and during the term of the foregoing license and pursuant to the right of Periscope to exploit Vendor Information in connection therewith, Customer agrees, upon written request by Periscope, to provide Periscope with an email account under the domain name operated and/or utilized by Customer and which is used by Customer to communicate with Customer's Vendors for the purposes of facilitating Periscope's efforts to lawfully derive benefit from Vendor Information. Customer acknowledges that it will not have access to Customer Data through Periscope or any Platform following the expiration or termination of this Agreement.

5.3 No Other Rights. All rights not expressly granted herein are reserved and retained by Periscope, and no Intellectual Property Rights or other rights or licenses are granted, transferred, or assigned to the Customer, any Customer User, or any other party by implication, estoppel, or otherwise.

5.6 Intellectual Property Rights. As used in this Agreement, "Intellectual Property Rights" means all rights in and to United States and foreign (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, (v) any other proprietary right or intangible asset (including software), and (vi) all other intellectual property rights, in each case whether registered or unregistered, and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

6. FEES & PAYMENT

6.1 Fees. Customer will pay Periscope the fees set forth in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein ("Fees"), including, for the avoidance of doubt, any fees incurred through Customer's use of a Platform exceeding a services capacity parameter specified on an Order Form.

6.2 Payment. Periscope may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Periscope thirty (30) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, Periscope may suspend Services in the event of payment delinquency.

6.3 Payment Disputes. If Customer believes that Periscope has billed Customer incorrectly, Customer must contact Periscope no later than thirty (30) days after the closing date on the first billing statement in which the believed error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Periscope's customer support department or the applicable Account Manager.

6.4 Taxes. Customer shall pay, and shall be liable for, all taxes relating to Periscope's provision of the Services hereunder, except that Periscope shall pay, and shall be liable for, taxes based on its net income or capital.

6.5 No Deductions or Setoffs. All amounts payable to Periscope hereunder shall be paid by Customer to Periscope in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

6.6 Subpoena Expenses. If Periscope is legally compelled provide information in response to a subpoena related to Customer's account, then Periscope may charge Customer for Periscope's reasonable costs in responding to such subpoena. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall remain in effect from the Effective Date until expiration of the Initial Term and any Renewal Term (as both terms are defined in the Order Form) unless terminated earlier as provided below (the "Term"). After the Initial Term, this Agreement shall renew for additional (i) one (1) year periods (each, a "Renewal Term"), unless a party provides written notice of non-renewal to the other party at least sixty (60) days, but not less than thirty (30) days, prior to the expiration of the then current term.

7.2 Termination. Periscope may terminate this Agreement upon written notice to Customer if no Statement of Work is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or within another period of time as agreed upon in writing by both parties after the breaching party receives written notice of such breach from the non-breaching party. Notwithstanding the foregoing, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Periscope, or (ii) if adequate funds to pay Periscope all Fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substitution for another procurement system or solution, or to circumvent the requirements of this Agreement in any way.

7.3 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Work, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Periscope shall immediately cease providing the Professional Services. If (i) Periscope terminates this Agreement pursuant to the second sentence of Section 7.2, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 7.4, all Fees that would have become payable had each outstanding Statement of Work remained in effect until expiration of its current term will become immediately due and payable. At Customer's request, Periscope will offboard or transfer data to Customer pursuant to a mutually agreed upon and executed Statement of Work between the parties.

7.5 Survival. Sections 3.1, 4-6, 7.2, 7.4, and 9-17 shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Periscope represents and warrants that it will perform the Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer represents, warrants and covenants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject; and (iii) no Customer Data will include social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF WORK, PERISCOPE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES PERISCOPE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, PERISCOPE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNITY

9.1 Indemnification by Periscope. Periscope will defend Customer against any claim, suit, demand, or action made or brought against Customer by a third party alleging that the Services or the Platform, or Customer's use or access thereof in accordance with this Agreement, infringes any Intellectual Property Rights of such third party, and will indemnify and hold harmless Customer from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Customer in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Periscope, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery, or granting of access, by Periscope, (iv) combined with other products, processes or materials where the alleged infringement is a result of such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform is held by a court of competent jurisdiction to be or is believed by Periscope to be infringing, Periscope shall, at its option and expense (a)

replace or modify such Platform to be non-infringing; provided, that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using such Platform, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for such Platform. This Section 9.1 states Customer's sole and exclusive remedies for claims of infringement.

10. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO A PARTY'S OBLIGATIONS UNDER SECTION 4 (CONFIDENTIALITY) AND SECTION 9 (INDEMNITY), IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed in all respects by the laws of the State of California, without giving effect to its rules relating to conflict of laws. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement.

12. SECURITY

Periscope shall implement and maintain system and data security measures designed to prevent unauthorized access to the Platform and Customer Data. Customer acknowledges that Periscope may use a subcontractor for server hosting services, provided that Periscope remains responsible for its obligations under this Agreement notwithstanding such subcontracting. Periscope will promptly notify Customer if the Customer Data is accessed by an unauthorized individual.

13. PUBLICITY

Customer agrees that Periscope may identify Customer as a customer and use Customer's logo and trademark in Periscope's promotional materials. Customer may request that Periscope stop doing so by submitting an email to marketing@periscopeholdings.com at any time. Customer acknowledges that it may take Periscope up to thirty (30) days to process such request. Notwithstanding anything herein to the contrary, Customer acknowledges that Periscope may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

14. NOTICES

All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed to:

If to Periscope:

Periscope Holdings, Inc.
5000 Plaza on the Lake, Suite 100
Austin, TX 78746
ATTN: David English
Email: accounting@periscopeholdings.com

If to Customer:

County of Contra Costa
40 Muir, 2nd floor
Martinez, CA 94553
ATTN: Carolyn Halstenson
carolyn.halstenson@pw.cccounty.us

All notices, consents and other communications between the parties under a Statement of Work will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

15. FORCE MAJEURE

Neither party is responsible for nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

16. ASSIGNMENT

Neither party may assign this Agreement to any third party without the prior written consent of the other; provided, that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. Periscope may sublicense any or all of its obligations hereunder. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a Platform shall not be deemed an assignee under this Agreement.

17. GENERAL PROVISIONS

If any provision of this Agreement is found to be unenforceable or invalid under applicable law, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable under applicable law. This Agreement, together with the Order Forms, Statements of Work, Statement of Services entered into hereunder and all exhibits, annexes and addenda hereto and thereto, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter hereof and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise expressly provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Work, such Statement of Work shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Work. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

[Signature page follows]

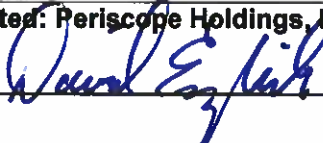

Accepted: Periscope Holdings, Inc. By: <u></u> Name: <u>DAVID ENGLISH</u> Title: <u>CFO</u>	Accepted: County of Contra Costa By: <u></u> Name: <u>CARRIE RICCI</u> Title: <u>Deputy Public Works Director</u>
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Exhibit A - Order Form

General Information:

Customer: County of Contra Costa, CA	
Customer Contact: Carolyn Halstenson	Billing Contact: same
Address: 40 Muir Road, 2 nd Floor City, State Zip: Martinez, CA 94553	Address: City, State Zip:
Phone: (925) 957-2497	Phone:
E-Mail: carolyn.halstenson@pw.cccounty.us	E-Mail:

Services Information:

Subscription Services: Periscope shall provide Customer subscription access to Periscope's BuySpeed/ePro hosted eProcurement solution (the "Platform") in accordance with the Master Agreement and the Service Level Standards set forth therein.

Services Effective Date: The date the Platform (UAT) is first made available for Customer access in accordance with this Order Form and the Master Agreement, as reasonably determined by Periscope

Service Fee:

Core System	Licensed Programs / Products (Application Name)	# of Units	Annual Maintenance & Support
			TBD 2020 – TBD 2021
BuySpeed	Vendor Management Module	1	Included
	Business Intelligence Module	1	Included
	Integration Module – "Batch"	1	Included
	Basic Purchasing User	7	Included
	Accounts Payable User	7	Included
	Department Access User	100	Included

Total SaaS Fee Initial Term:\$125,000 Payable on Services Effective Date, annually on each anniversary date*

Customer will be issued a pro-rated credit of previous M&S fee from 4/1/20 – 3/31/21 based on the Services Effective Date of the Master Agreement

Total Implementation Service Fee\$55,767, Payable per SOW Attachment A - Implementation Service Billing and Milestone Acceptance Schedule

Total Annual SaaS Fees: Year 1: \$125,000 Year 2: \$125,000 Year 3: \$125,000 *SaaS can be prorated and adjusted from current M&S period (4/1/20 – 3/31/21)	Annual Fee Increase Percentage: 3% annually each year after Initial Term (after Year 3)
	Expected Services Effective Date: On or about 10/15/2020*
	Initial Term: <u>3</u> year(s)
	Renewal Term: <u>1</u> year(s)

This Order Form is made part of, and subject to, that certain Master SaaS and Services Agreement dated 09/08/2020 between Periscope Holdings, Inc., and the Customer listed above (the "Master Agreement") and includes and incorporates the attached Service Level Standards and Statement of Work. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Master Agreement. In the event of a conflict between the Master Agreement and the terms of this Order Form, this Order Form shall control.

IN WITNESS WHEREOF, Periscope and Customer have caused their duly authorized representatives to execute this Order Form as of 09/08/2020.

Periscope:
Periscope Holdings, Inc.

By: _____

Name: DAVID ENGLISH

Title: CFO

Date: 9/23/20

Customer:
County of Contra Costa, CA

By: _____

Name: CARRIE RICCI

Title: Deputy Public Works Director

Date: 9/22/20

EXHIBIT B

SERVICE LEVEL AGREEMENTS

SECTION 1: INTRODUCTION

This Exhibit sets forth service performance levels and defines procedures pertaining to the Services provided by the Contractor. Additionally, it describes the metrics and performance indicators by which performance levels will be measured and the remedies that will be available, scheduled maintenance, escalation, and notification procedures involving support events. Events include functionality issues, technical availability, security breaches, maintenance requests, and requests for service.

SECTION 2: ANNUAL REVIEW

Through the Term of the Agreement, Contractor and the Customer will review the performance metrics set forth in this Exhibit. Any of them may, no more than once per year, request revision of the performance metrics, including, but not limited to: the classification of the performance standards, the service levels, the reporting requirements, and the amount of the Service Credits or other issue. The Party(ies) requesting the change shall send the other Parties written notice detailing the requested change(s). The Parties shall meet to discuss the requested change(s). No change(s) will be effective until agreed upon in writing by all Parties.

SECTION 3: SOLUTION SEVERITY ISSUES AND RESOLUTION

The service parameters set forth below are the responsibility of the Contractor in the ongoing support of its performance under this Agreement.

3.1 ISSUE SEVERITY LEVELS

The Party(ies) shall agree upon the category of an issue based on the following definitions:

3.1.1 Severity One

A Severity One Issue is a Defect causing inability to access the Solution or Services causing critical or significant impact to Customer's business operations and no workaround is immediately available.

3.1.2 Severity Two

A Severity Two Issue is a Defect that impairs the Solution or Services functionality but where a practical workaround is readily available such that there is no material impact to Customer's business operations and Customer and User can continue processing transactions.

3.1.3 Severity Three

A Severity Three Issue is a Defect that does not impair the Solution or Services functionality and for which a practical workaround is readily available.

3.1.4 Resolution Categories

Contractor shall categorize the resolution of the issues as follows:

- **Answered** – the issue was simply a question that was answered.
- **Fixed** – the issue was addressed.
- **Works as Designed** – the issue as described is working as intended and is not a defect.
- **Cannot Reproduce** – the issue reported, despite testing and investigation cannot be reproduced to further determine cause. These issues are ultimately closed but can be reopened if recurrence happens.
- **Enhancement Request** – Customer has reported a suggested enhancement for consideration for inclusion in a future build. These tickets are closed from the Support queue and transferred to Product Development but available for Customer's reference.

3.1.5 Notification

Contractor will notify the Customer any time the Solution is not available as soon as practical, but not more than one hour, after becoming aware of such unavailability.

3.1.6 Notification Response

Contractor shall respond to all issues based on Severity Level as follows:

- **Severity 1 Response:** Contractor shall begin resolution efforts begin upon awareness of an issue and continue until resolved. Contractor shall respond to the requestor within 15 minutes of being notified of an issue. Contractor shall update the Customer hourly until the issue is resolved.
- **Severity 2 Response:** Contractor shall respond to the requestor with 30 minutes of being notified of an issue. Contractor shall update Customer every two hours until the issue is resolved.
- **Severity 3 Response:** Contractor shall respond to the requestor within 60 minutes of being notified of an issue. Contractor shall update Customer every 24 hours until the issue is resolved.

3.1.7 Resolution

Contractor's issue resolution time will be based on Severity Level as follows:

- Severity 1 – Contractor shall develop a resolution plan and notify BuySpeed/ePro Administrator within 4 hours of notification of all Severity 1 issues. Contractor shall begin resolution efforts upon receipt of notification and continue until resolved. If resolution requires a software correction, it is delivered as a Hotfix. The standard resolution time is as quickly as development can produce and test the correction.
- Severity 2 – Contractor shall resolve all Severity 2 issues within 6 months of notice. These issues will be bundled and released in the next Maintenance Update or quarterly Service Patch.
- Severity 3 – Contractor shall resolve all Severity 3 issues within 1 year of notice. These issues will be bundled and made available in a future product version.

If resolution requires a software correction, it is delivered as soon as resolved.

3.1.8 Scheduled Maintenance

Scheduled maintenance is the second Friday of each month during Non-Business Hours or at any other mutually agreed upon time. All other Scheduled maintenance must be performed during off hours and shall be limited to non-Business Hours. Business Hours are defined as Monday-Friday from 7 a.m. – 7 p.m. Central.

Contractor will make every effort to coordinate scheduled maintenance periods at least 10 Business Days in advance of planned maintenance performed on the Solution.

Emergency or unscheduled maintenance may be required for Contractor to perform mission-critical system fixes or issues that are beyond Contractor's Control. Contractor will notify the BuySpeed/ePro Administrator as soon as practicable if emergency or unscheduled maintenance is required.

3.1.9 Disaster Recovery

Contractor will provide Disaster Recovery services as follows:

- RPO (Recovery Point Objective) of no more than 1 hour of lost data and, RTO (Recovery Time Objective) within 24 hours of outage as part of the services provided - Contractor must provide disaster recovery and business continuity capabilities in the event of a disaster.

The above disaster recovery and business continuity criteria will be in effect only in the event a disaster is declared at the primary site and the Solution is transitioned from the primary site to the disaster recovery secondary site.

In the event that the Solution is unavailable or performance is impacted without disaster declaration, then the agreed upon Service Credit requirements will be in effect.

SECTION 4: SERVICES

4.1.1 Contractor Support Desk

Contractor shall provide the following Support Desk services to Users:

- Online support portal and ticketing system to report and track issues: Available 24 hours a day, 7 days a week; monitored during Business Hours;
- Ability to contact call center to report technical and functional issues during Business Hours;
- An easily accessible frequently asked question list and a technical and functional team available during Business Hours
- Non-Business Hours response to tickets reported as Severity Level One issues;
- Ability to review responses to and update issues in the Online Support Portal;
- Ability to access online functional help tools such as quick reference guides and online video tutorials; and
- Ability to view all functional issues reported by the Customer in the Online Support Portal.

4.2 SERVICE CREDITS

4.2.1 Credits for Failure to Meet Service Level Requirements

Customer will automatically receive credits against amounts due if Contractor fails to meet one or more of the Service Level requirements as defined in Attachment A.

Service Credits do not apply to Related Services or Additional Services as described in Exhibit A or A-1.

4.2.2 Service performance is measured monthly and credits are calculated monthly.

4.2.3 Contractor shall accumulate the credits, if any, for the year and apply the credits to the Customers' annual subscription fees.

4.2.4 Monthly service credits shall not exceed 1/12 of Customers' annual subscription fees.

SECTION 5: MEASUREMENT AND REPORTING

Contractor shall monitor and provide monthly reports on performance, as detailed in Attachment A, on or before the 10th day of the following month.

Transaction Response Measurement Methodology: Contractor shall use the Application Performance Index (APDEX) to measure transaction response time based against a set threshold (T). It measures the ratio of satisfactory response times to unsatisfactory response times of system requests.

APDEX tracks three response counts: Satisfied - The response time is less than or equal to T; Tolerating -The response time is greater than T and less than or equal to 4T; Frustrated -The response time is greater than 4T.

The APDEX score is calculated based on the formula: $APDEX = (Satisfied\ requests + (Tolerating\ requests/2))/Total\ number\ of\ requests$.

Other Measurement Methodologies: Contractor shall measure the other performance obligations as described in Attachment A.

ATTACHMENT A

Report	Description	Obligation	Measurement	Report Requirement and Frequency	Service Level Credit
Solution Available	A performance metric indicating that the Solution is Available.	Solution will be available 99.9% of the time, (excluding scheduled maintenance)	<p>Contractor will measure Solution Availability by averaging availability on a monthly basis. Monitors will provide a ping of a page of the Solution and will evaluate if the Solution is unavailable.</p> <p>A ping for the purpose of this monitoring is not the same as a Linux "ping" command, which checks to see if the interface to the system is live.</p> <p>Availability monitoring is a more extensive test; it verifies that the web application is functioning correctly by accessing a webpage in the Solution. Additional pings are provided for BI application module and training server.</p> <p>Pinging is done no less than every 5 minutes.</p>	Monthly report will show percentage of time Solution was Available for the month.	Failure to meet the Solution Available obligation will result in a service credit equal to 5% of 1/12 of the annual subscription fee.

Solution Available – total minutes unavailable	A performance metric indicating total minutes per month that the Solution is not Available.	Solution will be available 99.9% of the time, (excluding scheduled maintenance)	Contractor will measure and report on all Solution unavailable time reported by the Customer in the online support portal/ticketing system and confirmed as Severity Level One issues by both the Contractor and Customer. The total minutes per month will be calculated as the cumulative elapsed time (for all tickets) from the time a ticket was created to the time the ticket is closed.	Monthly report will show date/time for issues, the total time required for resolution of each issue, and the total monthly Solution Unavailability.	Failure to meet the Solution Available will result in a service credit equal to 5% of 1/12 of the annual subscription fee. **If a credit(s) has been issued under the Solutions Available obligation above, there is no additional credit provided for this service standard.
Issue Response Time	Elapsed time between when an issue is reported and when the Customer receives acknowledgment of the issue from the Contractor's customer support person (not just the online Portal).	Contractor's response time will be within the time identified for the severity issue: Severity 1: 15 minutes (24x7x365) Severity 2: 30 minutes (During Support Desk monitored hours) Severity 3: 60 minutes (During Support Desk monitored hours)	The difference between issue submission and acknowledgement of the issue from the Periscope customer support person.	Monthly report will show all issues and Issue Response Time. Report will be grouped by severity level. The total number of issues not meeting the standard will be shown for each Severity level.	For every 10 instances Contractor does not meet the response there will be a service credit equal to 5% of 1/12 of the annual subscription fee.

Transaction Response (Production)	Inquiry and update response time at the application server.	Maintain an APDEX score > .93 at the Application Server.	APDEX T-value is set to 1 second. That means requests responding in less than 1 second are satisfying (s), responding between 1 second and 4.0 seconds are tolerating (t), and responding in more than 4.0 seconds are frustrating (f).	Report will show average APDEX score for the time period requested.	Failure to meet the obligation will result in a service credit equal to 5% of 1/12 of the annual subscription fee.
Transaction Response (Training)	Inquiry and update response time at the application server for up to 25 concurrent users	Maintain an APDEX score > .93 at the Application Server.	APDEX T-value is set to 2.0 seconds. That means requests responding in less than 2.0 seconds are satisfying (s), responding between 2.0 seconds and 8.0 seconds are tolerating (t), and responding in more than 8.0 seconds are frustrating (f).	Report will show average APDEX score for the time period requested.	Failure to meet the obligation will result in a service credit equal to 5% of 1/12 of the annual subscription fee.
Average Transaction Response Time (Production)	Online inquiry and online update of single transaction in the Contractor provided hosted environment	Response time average will be < 1 second at the application server.	Transaction Response time is measured for each transaction during Business Hours.	Monthly report will show the date/time stamp and all measured Transaction Response times for the Production environment. A summary will show the percentage of time the performance standard levels were met during the month.	No service level credits associated with report.

Browser Transaction Response (Production)	Inquiry and update response time at the end users' browser.	Maintain an APDEX score > .93 at the browser	APDEX T-value is set to 2 seconds. That means requests responding in less than 2 seconds are satisfying (s), responding between 2 seconds and 8.0 seconds are tolerating (t), and responding in more than 8.0 seconds are frustrating (f).	Report will show average APDEX score for the time period requested.	No service level credits associated with report.
Average Transaction Response Time (Training)	Online inquiry and online update of single transaction in the Contractor provided hosted environment	Response time average will be < 2 second at the application server.	Transaction Response time is measured for each transaction during Business Hours.	Monthly report will show the date/time stamp and all measured Transaction Response times for the Training environment. A summary will show the percentage of time the performance standard levels were met during the month.	No service level credits associated with report.
Issue Resolution Time	Elapsed time between when an issue is reported and when a plan for resolution is presented to the customer.	Contractor's Issue Resolution Time will be within the time identified for the severity issue: Severity 1: Plan for resolution within 4 hours Severity 2: Resolved within 6 months of notice Severity 3: Resolved within 1 year of notice	The time difference between issue submission and assigned issue resolution status of resolved (Resolution Categories of Answered, Fixed, Works as Designed, Cannot Reproduce, Enhancement Request, or Transferred to Development).	Monthly report will show all issues reported during the month and any issues without a Resolution Status at the beginning of the month, the time elapsed between the date/time of issue report and a resolution status of resolved. Report will be grouped by Severity Level. The total number of issues not meeting the standard will be shown for each Severity Level.	For every 10 instances the resolution time does not meet the standard there will be a service credit equal to 5% of 1/12 of the annual subscription fee.
Online Portal Available	Contractor's customer support function through the Online Portal	Online Portal services are available 99.9% of the month.	Online Portal availability will be measured monthly for actual time available to Customer	Monthly report will show the percentage of time the Online Portal was available.	Failure to meet the Online Portal Available obligation will result in a service credit equal to 5% of 1/12 of the annual subscription fee.

Disaster Recovery	Return of Customer Solution to Available status after the declaration of a Disaster.	In the event a Disaster is declared there will be: No more than 1 hour of lost data No more than 24 hours where the Solution is not Available	Actual lost data due to Disaster Actual time for Customer Solution Status to return to Available after a disaster.	If a Disaster has been declared during the month, report will show the RPO and RTO for each disaster instance.	For any instance where outage time or data loss does not meet the standard. For any instance where outage time or data loss does not meet the obligation there will be a service credit equal to 5% of 1/12 of the annual subscription fee.
Root Cause Analysis	Identification of The cause (or causes) for an issue and the plan for eliminating reoccurrences of that issue.	Root Cause Report for Severity One or Chronic issues delivered within 10 Business Days of identification 100% of the time. Root cause analyses will include event correlation, identification of preventive measures, and recommendations including plans to prevent such issues from reoccurring in the future.	Difference in Business Days between Root Cause Analysis request date/time and Root Cause Analysis Report delivery.	Monthly report will show all issues where a Root Cause Analysis was requested, the date/time requested and the date/time the report was delivered along with overall percentage delivery success.	Each failure to deliver the report on time will result in a service credit equal to 5% of 1/12 of the annual subscription fee.
Chronic Outage	Reported issues which reoccur and have no plan for resolution.	Eliminate chronic issues which are Issues with the same/similar symptom(s) or issue(s) occurring 3 or more times over a rolling 30 day period.	Issues with the same/similar symptom(s) or issue(s) occurring 3 or more times over a rolling 30 day period.	Monthly report will show all issues without a Resolution or Chronic Outage. Issues will be grouped by same/similar symptom(s) or issue(s) and show the reported date/time for each issue.	For each chronic issue there will be a service credit equal to 5% of 1/12 of the annual subscription fee.

Incident Monitoring	The number of issues reported, resolved, and unresolved during a calendar month.	Issues will be resolved within a timely manner.	All issues reported during the current month or open at the beginning of the month will be evaluated for the current status.	Monthly report will show all new and carried over (unresolved) issues from any prior month. Also shown will be the average time for issues resolved during the month to meet a resolved status.	No service level credits associated with report.
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STATEMENT OF WORK

Customer: County of Contra Costa

**Project: BuySpeed/ePro v.15 Upgrade with
Move to Hosting**

Date Prepared: 8/11/2020

Valid Until: 12/31/2020



Periscope Holdings, Inc.

5000 Plaza on the Lake

Suite 100

Austin, TX 78746

(512) 472- 9062

www.periscopeholdings.com

**STATEMENT OF WORK
BUYSPEED/ePRO IMPLEMENTATION**

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1. Introduction

This Statement of Work sets forth the services Periscope Holdings, Inc. ("Periscope" or "Company") will perform for the County of Contra Costa ("Customer"), (collectively known as "Party" or "Parties"), along with the scope of the project, a schedule of the project deliverables, if applicable, responsibilities for all parties, and the project fees.

2. Project Scope

Periscope will provide consulting and technical services to assist the Customer with implementing the following BuySpeed/ePro solution services in a single phase:

- a. Provide technical and project services to move Customer's test and production databases to a Periscope hosted environment. Ongoing hosting services are covered under a separate agreement.
- b. Provide technical and project services to upgrade Customer's test and production BuySpeed/ePro in the Periscope hosted environment to the current v.15 BuySpeed/ePro build.
- c. Provide Customer with functional orientation and testing support to explore changes between currently used BuySpeed/ePro functionality and that same functionality in the v15 BuySpeed/ePro environment.
- d. Provide project management support and resolution of testing questions or issues, in accordance with the Service Level Standards.

Periscope shall cause the Platform to be available to Customer no more than 11 weeks from the date of the project set-up meeting, as set forth in Section 8.b herein, to the transitioning to customer support, as set forth in Section 8.m herein provided that project duration may change due to Customer's action or failure to act or to circumstances beyond Periscope's control. If the project duration exceeds this time period, additional services will be handled through the Change Control process defined in Section 7.

3. Project Assumptions

- a. The start date for this project will be mutually agreed upon by both parties.
- b. Periscope services will be delivered by offsite resources and meetings.
- c. The Customer will provide review and sign-off on all milestones within 5 business days after submission by Periscope.
- d. Modifications are changes to BuySpeed/ePro functionality that require new software development and that are specific to the Customer. Product enhancements are changes to BuySpeed/ePro functionality that require new software development and that Periscope adopts as part of the BuySpeed/ePro product offering. No BuySpeed/ePro modifications or enhancements are included in this SOW.
- e. Process Change (Change Management, such as change to procedure manuals, end user training manuals, updates to Customer procurement policy or communication to vendors) planning and implementation are the Customer's responsibility. These services are not covered under this SOW.
- f. This SOW does not include technical or functional support for SQL scripts, database trigger, or other processes in operation in the Customer's BuySpeed/ePro environments that are not part of the BuySpeed/ePro product.

4. Customer Project Responsibilities

- a. Assign a dedicated project manager to implement this project.
- b. Allocate project resources as set forth in Section 5, including any third-party vendors.

- c. The Customer will provide Periscope with appropriate access to the network, facilities and personnel of the organization; including root / privilege user access to necessary servers.
- d. Coordinate participation in all meetings and training and make required staff and resources available, including any third-party vendors, to establish test and production environment connectivity to/from the new BuySpeed/ePro Periscope hosted environments.
- e. Provide adequate access to the BuySpeed/ePro environments to allow Periscope staff to facilitate testing and troubleshooting.
- f. Identify and provide access to the appropriate decision-making authority and ensure project, configuration and process decisions are made in a timely manner as not to negatively impact project schedule.
- g. Develop test scenarios and test scripts for Customer's functional usage of the system.
- h. Coordinate and conduct all necessary testing.
- i. Plan and implement required business process and policy changes.
- j. Provide, upon request, accurate and current information about business requirements, data, and third-party software, as needed, to support the project. If the information provided by the Customer is inaccurate or incomplete (e.g., a business process flow was not identified or ends up being significantly different than what was provided by the Customer) and results in additional time expended above what the project budget calls for to deliver the task item, the hours beyond the budget will be considered outside the scope of the project and a Change Order will be required.
- k. Customer is responsible for procuring and managing relationship with any third-party provider.
- l. A project plan will be agreed upon prior to kickoff and Periscope, subsequently, will allocate resources in order to successfully meet the project deadlines and control costs. The Customer is expected to meet project deadlines as well. If actions (or inactions) on the part of the Customer result in a project delay, and it becomes necessary for Periscope to reschedule or reallocate resources, the cost of the project might escalate requiring a change order.

5. Project Organization

This section outlines the key staff resourcing and roles required to execute this project.

a. Customer Executive Sponsor

- i. Provides overall leadership and oversight of the project implementation from the Customer
- ii. Identifies and authorizes or obtains authorization to dedicate Customer resources necessary to project to ensure successful configuration and knowledge transfer;
- iii. Provide quick decision making for implementation;
- iv. Guide and direct business process changes within Customer departments.

b. Primary Periscope Contact (Implementation Project Manager)

The duties of the Periscope (Company) Implementation Manager include, but are not limited to:

- i. Coordinate project schedules and the Company's resource assignment based upon the agreed upon project timeline.
- ii. Manage the overall project by monitoring and reporting on the status of the Project and actual versus projected progress and consult with the Customer's Project Manager when deviations occur and document all such deviations in accordance with agreed upon change control procedures;
- iii. Provide consultation and advice to the Customer on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;

- iv. Act as the Company's point of contact for all aspects of project administration, including status reporting and tracking completion of project milestones which may trigger invoicing for Services;
- v. Facilitate review meetings and conferences between the Customer and the Company's executives when scheduled or requested by the Customer;
- vi. Identify and provide the Customer with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them).

c. Primary Customer Contact (Customer Project Manager)

Prior to the delivery of any services defined in this Statement of Work, the Customer will designate a person as Periscope's primary customer contact who will serve as the Customer's Project Manager (PM). The PM will be the person to whom all Periscope communications will be addressed and who has the authority to act for the Customer in all aspects of the project.

The PM's responsibilities include, but are not limited to:

- i. Identify, schedule and confirm availability of support staff and management for on-site and remote meetings.
- ii. Ensure adequate representation and participation of Customer staff in implementation services to ensure successful configuration decision making and knowledge transfer.
- iii. Schedule meeting rooms as necessary, per agenda.
- iv. Obtain and provide information, data, decisions and approvals, within 5 working days of Periscope's request.
- v. Resolve deviations from project plans that may be caused by the Customer.
- vi. Help resolve project issues and escalate issues within the Customer organization.
- vii. Monitor and report project status on a regular basis with the Customer management.

d. Customer Core Team and Other Resources

In addition to the key roles, the following Customer staff must be identified and dedicated to the project according to the project timeline in Attachment A and as estimated below:

Functional Area/Team	Role	Description	Approx. Hours/Week
Leadership	Executive Sponsor	Customer provides overall leadership and oversight of the agency implementation; also identifies and authorizes the use of Customer resources, potentially outside of Procurement.	2-4
	Customer Project Manager	Provides oversight, quality assurance, resource management, task management, and issue management for the County throughout implementation. Ideally, this individual should have project management experience and be outside of the purchasing function, as this individual will focus on project management, rather than subject matter expertise.	20

Functional Area/Team	Role	Description	Approx. Hours/Week
Core Team	Lead Procurement SMEs	Our implementation approach utilizes a core team consisting of subject matter experts in purchasing. This core team should represent both central procurement staff from the Customer procurement/business managers. This team will be involved heavily in training, Application Exploration/process redesign, testing, and change management activities.	4 hours, up to 10 hours during peak times
Technical Environment Resources	IT Resources Responsible for the BuySpeed/ePro environment and deployment	Customer will provide copies of databases as requested by Periscope. Customer will also be responsible for working with Periscope to ensure all necessary technical connections and configurations are in place for any communication with the third-party system.	10 -20 during peak times

6. Project Management and Reporting

Effective project management includes dedication of appropriate resources and a disciplined approach to manage, communicate and problem-solve via an agreed upon Project Timeline attached herein as Attachment A. Throughout the project, the Periscope implementation project manager will manage the following project reporting and documentation:

- a. Weekly Project Status Reports which include:
 - i. Summary of Current Status
 - ii. Issues/Risks Log
 - iii. Project Service Phase and Milestone Status
- b. Regularly Scheduled Update Meetings with Project Stakeholders
- c. Milestone Sign-off

7. Change Control

A request for change in scope shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Order"). The Change Order shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

8. Implementation Services and Milestones

The following sections describe the services necessary to implement the BuySpeed/ePro functionality as described above and achieve the milestones set forth on Attachment A hereto.

Exploration and Testing

- a. **Monthly Project Management Services – Throughout Duration of Project**
PM Deliverables list: (this is also described in Project Management section of the SOW document)
- Issues/Risks Log
 - Project Plan
 - Status Reports
 - Post-Go Live Transition to Ongoing Support Following Project Conclusion

- b. **Project Setup**
Periscope will conduct a project planning session with Customer management to:
- Review and confirm the objectives, scope and timing of the project;
 - Develop project organization structure with the Customer (identify members for core team, project management, etc.);
 - Discuss decision-making process for the project and confirm the authority of key decision-makers for the Customer;
 - Finalize project plan;
 - Begin scheduling meetings

- c. **BuySpeed/ePro Upgrade and Move to Hosting**
Periscope's engineering team will establish a new test and production system in the Periscope hosted environment.

New Test Environment:

- Will be populated with a current copy of the production database (provided by Customer) and cleaned of emails, etc. suitable for testing.
- Will be the most current BuySpeed/ePro build v.15
- Will include the current interface and any utilities

New Production Environment:

- At this time, a production environment will be stood up and readied, but it will be updated and prepared for production go-live after all testing is complete.

The Customer will provide assistance and support to the Periscope technical team to ensure the correct access and secure connections are in place as needed.

Periscope's business analyst, in partnership with Customer's representative will exercise the new test environment to ensure the system is working before beginning user testing.

- d. **Core Team Orientation**
Periscope's Project Manager and/or Business Analysts will conduct three (3) two-hour online orientations to the following new features in the BuySpeed/ePro product:
- Navigation and Vendor Management Updates (BidSync Integration)
 - Requisition and Purchase Order Management Updates
 - Receiving and Invoicing Updates
- e. **Business Intelligence Orientation**
Periscope's Project Manager and/or Business Analysts will conduct one (1) two-hour online orientations to the Business Intelligence updates in the BuySpeed/ePro product.

Periscope's will provide up to three (3) two-hour online working sessions to answer customer questions related to Business Intelligence.

- f. **Solicitation Management Orientation**
Periscope's Project Manager and/or Business Analysts will conduct two (2) two-hour online orientations to introduce BuySpeed's/ePro's Solicitation Management module. Implementation of the Solicitation Management module will be considered outside the scope of the project and a Change Order will be required.
- g. **Core BuySpeed/ePro Application Exploration and Testing Issue Support**
Periscope will provide guidance, assistance and answers to questions regarding new features in the BuySpeed/ePro application for those functions already in use by the Customer while the Customer conducts testing of their typical daily, weekly, monthly and yearly activities. Application exploration sessions are scheduled for up to 2 hours a week, each week during a 4-week testing schedule. Periscope will track issues reported and follow-up on any not resolved during the application exploration sessions. Resolution of issues identified will be in accordance with the SLA.
- h. **Configuration and Testing Milestone Acceptance**
Customer confirms testing is complete and confirms readiness for the new BuySpeed/ePro build to be deployed to Production.

End User Orientation

- i. **End User Orientation**
- j. **Periscope's Project Manager and/or Business Analysts will conduct online end user orientations for each of the following topics:**
 - Navigation / Vendor Management (BidSync Integration) – one (1) two-hour session
 - Requisition / PO Management Updates – one (1) two-hour session
 - Receiving / Invoicing Updates – one (1) two-hour session
 - Business Intelligence Updates – one (1) two-hour session

Go-Live

- k. **Go-Live Planning**
Periscope will work with the Customer's project manager and technical environment managers to develop a go-live system plan and schedule.
- l. **Production Go-Live Milestone**
Periscope's engineering team will complete the new hosted environment Production configurations and refresh the environment with a final new copy of the Customer's production database.
- m. **Go-Live Support**
Periscope's project manager will provide support and troubleshooting of issues reported at go-live and for one week following. This Support includes routing issues to and engaging other Periscope resources as needed. This service also includes transition to Periscope Support, which will occur at the end of the one week Go-Live Support period.
- n. **Final Go-Live Acceptance**
Customer Sign-off and Transition to Support

9. Fees

The cost to deliver services the fixed fee components of services outlined this SOW will not exceed \$55,767. Customer understands this pricing may change due to Customer's action or failure to act or to circumstances beyond Periscope's control. This pricing includes services from onset of project through transition to support. Invoices for services will be issued based on the schedule referenced in the Implementation Service Billing and Milestone Schedule (see Attachment A). Invoices terms are due upon receipt.

10. Approval/Acceptance of Milestones

Periscope's Project Manager shall submit Milestone Acceptance and Sign-off to the Customer PM on or before the specified delivery date contained in the Project schedule. The milestone acceptance process used during this Project shall be designed and implemented by the Periscope PM and the Customer's PM. However, the period for Acceptance shall not exceed five (5) business days unless otherwise negotiated between the two parties.

Within Five (5) working days, the Customer shall respond. If no response is received within the specified timeframe, Periscope will assume that the work has been approved and proceed with subsequent work and any applicable invoicing. If disapproved, the Customer shall respond by providing written notice to Periscope describing, in reasonable detail, the ways in which the Milestone fails to conform to the established requirements and may suggest corrections or improvements which may cause the deliverable to meet such requirements or standards. After taking corrective action, Periscope shall resubmit the Milestone Acceptance to the Customer for approval within ten (10) days. The Customer shall give written notice to Periscope of its approval or disapproval of the resubmitted approval request based only on comments provided in the first round of review (new comments/issues identified are not grounds for disapproval). If the Customer fails to respond to a Milestone acceptance request (i.e., to give its acceptance or notice of nonconformity within the applicable time period), Periscope will assume that the Milestone has been accepted and proceed with subsequent work and any applicable invoicing.

Signature

An authorized signature below indicates acceptance of this Statement of Work.

Agreed:

Periscope Holdings, Inc.

By: _____

DAVID ENGLISH

Print Name

CFO

Title

9/23/20

Date

County of Contra Costa

By: _____

Carrie Ricci

Print Name

Deputy Public Works Director

Title

9/22/20

Date

Attachment A - Implementation Service Billing and Milestone Acceptance Schedule

Service and Milestone Category	Activity/Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11
Project Management	Project Management											
Initiation and Upgrade	Project Setup											
	Upgrade in Test											
	Core Team Orientation											
	Business Intelligence Orientation											
Testing and Readiness	Application Exploration											
	User Testing/Issue Management											
	End User Orientation											
Production Upgrade	Production Environment Upgrade											
	Go-Live Support										GO-LIVE	

Service and Milestone Category	Invoice Amount
Completion of Initiation and Upgrade	\$ 34,464.98
Completion of Testing and Readiness	\$ 14,523.50
Completion of Production Upgrade	\$ 6,777.63