

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.3
(ID # 30271)

MEETING DATE:
Tuesday, April 28, 2026

FROM : ASSESSOR-COUNTY-CLERK-RECORDER AND AUDITOR-CONTROLLER,
TREASURER TAX COLLECTOR

SUBJECT: ASSESSOR COUNTY-CLERK RECORDER / AUDITOR-CONTROLLER /
TREASURER TAX COLLECTOR: Approval of the Master Agreement for Licensed Software,
Hardware, and Services (CA2024.001), and the Schedules for Master Agreement for Licensed
Software, Hardware, and Services with Manatron, Inc., dba Aumentum Technologies, from May
1, 2026 through April 30, 2029 for the Total Aggregate Amount of \$8,226,863 with the option to
Renew for two (2) additional annual renewals through April 30, 2031, Without Seeking
Competitive Bids; All Districts. [Total Aggregate Contract Cost \$8,226,863; 100% Departmental
Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Master Agreement for Licensed Software, Hardware, and Services
(CA2024.001), and the Schedules for Master Agreement for Licensed Software,
Hardware, and Services with Manatron, Inc., dba Aumentum Technologies, from May 1,
2026 through April 30, 2029 for the Total Aggregate Amount of \$8,226,863 with the
option to Renew for two (2) additional annual renewals through April 30, 2031, Without
Seeking Competitive Bids; and
2. Authorize the Chair of the Board to execute the Master Agreement for Licensed
Software, Hardware, and Services (CA2024.001), and the Schedules for Master
Agreement for Licensed Software, Hardware, and Services on behalf of the County; and

Continued on Page 2

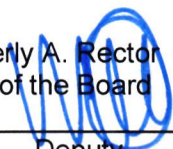
ACTION:Policy


Peter Aldana, Assessor-County-Clerk Recorder 4/16/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried by
unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 28, 2026
xc: ACR, Auditor, Treasurer

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and approved as to form by County Counsel to (a) sign amendments that exercise the option(s) of the Agreement including modifications to the statement of work that stay within the intent of the Agreement; and
4. Direct the Purchasing Agent to issue purchase orders to Manatron, Inc., dba Aumentum Technologies, for required goods/services that do not exceed the BOS approved total aggregate amount.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|----------------------|-------------------|---------------------------------------|--------------|
| COST | \$2,082,925 | \$2,785,128 | \$0 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: 100 % Departmental Funds | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 25/26 – 28/29 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County's Integrated Property Tax Management System (IPTMS), implemented in partnership with Manatron, Inc. (now operating as Aumentum Technologies), has been in use for eight years. It supports over 400 staff across the Assessor-County Clerk-Recorder, Auditor-Controller, and Treasurer-Tax Collector departments. The system is mission-critical for the accurate billing, collection, and reporting of property tax revenue, which is a primary funding source for public services.

This Master Agreement ensures continued vendor-supported maintenance, technical support, and enhancements to the IPTMS. Key benefits include:

- **System Reliability:** Minimizes downtime and ensures uninterrupted tax processing.
- **Regulatory Compliance:** Maintains adherence to complex state and local tax laws.
- **Operational Efficiency:** Streamlines workflows across departments and reduces manual processes.
- **Data Integrity:** Supports centralized, accurate records for audits and reporting.
- **Scalability:** Accommodates a large user base and evolving operational needs.
- **Risk Mitigation:** Reduces likelihood of system failures and security vulnerabilities.
- **Revenue Continuity:** Ensures accurate and timely property tax billing and collection.

The agreement also funds targeted enhancements, including deed processing improvements and upgrades to the public-facing tax portal, improving service delivery to residents and businesses.

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Impact on Residents and Businesses

There is no negative impact on residents and businesses within the County of Riverside. The County is able provide a smoother, more reliable, and trustworthy experience for residents interacting with property tax services.

Additional Fiscal Information

The total aggregate contract amount through April 30, 2029, is \$8,226,863.

| Description: | FY 25/26 | FY 26/27 | FY 27/28 | FY 28/29 | Total |
|--|--------------------|--------------------|--------------------|------------------|--------------------|
| Annual Costs: | | | | | |
| Maintenance and Support | \$1,395,473 | \$1,437,337 | \$1,509,204 | | \$4,342,014 |
| Public Access | \$209,352 | \$215,633 | \$226,415 | | \$651,400 |
| C3 Web API Maintenance | \$38,600 | \$39,758 | \$41,746 | | \$120,104 |
| Marshall and Swift Fees | \$21,500 | \$23,500 | \$25,600 | | \$70,600 |
| Amplify Registration (20 Attendees) | \$18,000 | \$18,900 | \$19,845 | | \$56,745 |
| Deed Processing Enhancement | \$400,000 | \$300,000 | \$300,000 | | \$1,000,000 |
| Public Access Enhancement and Maintenance | | \$150,000 | \$36,000 | | \$186,000 |
| Other Costs: | | | | | |
| Allow for professional services, enhancements and regulatory changes | | \$600,000 | \$600,000 | \$600,000 | \$1,800,000 |
| Total: | \$2,082,925 | \$2,785,128 | \$2,758,810 | \$600,000 | \$8,226,863 |

While the schedule includes optional terms for years 4 and 5, any extension will require returning to the Board to obtain further contract authorization.

Contract History and Price Reasonableness

2010: Manatron selected via competitive RFP; Board approved initial multi-year agreement. (PUARC-1104 and ASARC-025)

2011–2024: Amendments executed to update scope, extend term, and adjust pricing.

2025: Amendment No. 5 approved, extending support through April 30, 2026.

2026: Proposed new Master Agreement (CA2024.001) for continued support and enhancements.

The ACR negotiated a capped annual escalation rate to ensure cost predictability and fiscal responsibility.

Approval of this action item and Single Source Justification #26-147 will allow for continued maintenance and support of the integrated property tax management system license with Manatron, Inc.

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ATTACHMENTS:

- Master Agreement for Licensed Software, Hardware, and Services (CA2024.001)
- Schedules for Master Agreement for Licensed Software, Hardware, and Services (CA2024.001)
- Single Source Justification Tracking #26-147

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 4/20/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 4/20/2026

MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

This Agreement is effective as of May 1, 2026 (the "Effective Date").

| By and Between | And |
|---|--|
| Manatron, Inc. 2429 Military Road, Suite 300 Niagara Falls, NY 14304 ("Aumentum Technologies" or "Aumentum Tech") | RIVERSIDE COUNTY, CA 4080 Lemon Street, 6 th Floor MS 1102 Riverside, CA 92501 ("Customer") |
| Attention: Matthew Henry, Lead Contract Administrator Telephone No.: (866) 471-2900 E-mail Address: <u>MHenry2@HarrisComputer.com</u> | Attention: Telephone No.: E-mail Address: |

Aumentum Technologies and Customer are parties to that certain Agreement for Licensed Software and Services dated October 5, 2010 ("Original Agreement"), as amended, pursuant to which Aumentum Technologies agreed to develop, license and support certain software products for the benefit of Customer. The obligations of Aumentum Technologies under the Original Agreement have substantially been completed and Aumentum Technologies and Customer desire to transition to a standard agreement for the licensing and support of the software as of the Effective Date of this Agreement. Except as set forth in this Agreement, the obligations of the parties pursuant to the Original Agreement shall be superseded and shall be of no further force or effect. This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Aumentum Tech shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules CA2024.001.01 and all future Schedules that reference the Master Agreement No. CA2024.001. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules and Appendices attached hereto or subsequently signed by the parties. The parties have executed this Agreement as of the Effective Date.

AUMENTUM TECHNOLOGIES

By: MW
 (Signature)

Its: Group President
 (Typed or Printed Position)

Witnessed: Torri Garvey
 (Signature)

By: Torri Garvey
 (Typed or Printed Name)

RIVERSIDE COUNTY, CA

By: Karen S. Spiegel
 (Signature)

KAREN SPIEGEL
 Its: CHAIR, BOARD OF SUPERVISORS
 (Typed or Printed Position)

By: _____
 (Signature)

Its: _____
 (Typed or Printed Position)

By: _____
 (Signature)

Its: _____
 (Typed or Printed Position)

Date: _____

Witnessed: _____
 (Signature)

ATTEST: KIMBERLY A. RECTOR, Clerk

By: [Signature]
DEPUTY

APPROVED AS TO FORM
 COUNTY COUNSEL
Minh C. Tran
Ryan Yabko
 Deputy County Counsel



APR 28 2026 3.3

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

“**Acceptance**” shall have the meaning set forth in Section 3.1.2.

“**Compliance Update**” means a change made to the Software to reflect a mandated change in an applicable Law.

“**Computer System**” means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

“**Customization**” means any improvement, derivation, extension or other change to the Software made by Aumentum Tech at the request of Customer or, following the prior written consent of Aumentum Tech, which consent shall not be unreasonably withheld or delayed, made by the Customer or a third-party acting on behalf of the Customer. Aumentum Tech may, from time to time and in its sole discretion, incorporate Customizations into the Software as “Enhancements.”

“**Customer Data**” means all data that is provided by Customer for storage and processing in connection with the use of the Software, including, subject to the limitations in section 3.4, any modification or enhancement of such data by the Software.

“**Database Software**” means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

“**Designated Processor**” means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

“**Documentation**” means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials, as may be

updated or amended from time to time, and generally made available and provided by Aumentum Tech for use with the Software.

“**End User**” means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

“**Enhancement**” means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Aumentum Tech may, in its sole discretion, designate an Enhancement as minor or major.

“**Error**” means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Aumentum Tech.

“**Error Corrections**” means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

“**Hardware**” means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

“**Hosting Services**” means the hosting of any Software by Aumentum Tech in a cloud environment on behalf of Customer.

“**Implementation Plan**” means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

“**Installation**” means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

“**Installation Date**” means the date on which Aumentum Tech completes Installation of the Hardware at a location

specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

“**Law**” means any state, county, or local statute, law, ordinance, or code applicable to a party in the performance of its obligations under this Agreement.

“**Maintenance & Support Services**” shall have the meaning set forth in Section 5.1.

“**Minimum Requirements**” means the minimum requirements for the Computer System as set forth on the associated Schedules or the Documentation. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Aumentum Tech.

“**Notice of Completion**” means: (a) if Aumentum Tech is to provide implementation services, a written notice from Aumentum Tech stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer’s site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Aumentum Tech stating that all Hardware, Software, and/or Third-Party Software has been delivered.

“**Professional Services**” means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Aumentum Tech under the terms of this Agreement.

“**Project Management**” means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

“**Required Consent**” means any consents or approvals required to give Aumentum Tech and its subcontractors the right or license to access, use, or modify (including creating derivative works) the hardware, software, firmware and other products that Customer makes available to Aumentum Tech for use to provide the

Services, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. Customer will promptly obtain and provide to Aumentum Tech all Required Consents necessary for Aumentum Tech to provide the Services under this Agreement. Both parties will use commercially reasonable efforts to determine mutually acceptable “work arounds” should Customer be unable to provide such Required Consents. Ultimately, however, Aumentum Tech will be relieved of the performance of any obligations that may be affected by Customer’s failure to promptly obtain and provide any required consents to Aumentum Tech.

“**Schedule**” and “**Schedules**” shall have the meanings set forth in Section 2.1.

“**Seat**” means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

“**Services**” means any services provided by Aumentum Tech pursuant to any Schedule or Statement of Work, including without limitation, Professional Services, Maintenance and Support Services and any Hosting Services.

“**Site**” means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

“**Software**” means the software program(s) (in object code format only) identified on Schedule CA2024.001.01 or any future schedule which is governed by this Agreement, and includes Error Corrections, Compliance Updates, Statutory Reports, and new Versions of such program(s) that may be provided under this Agreement. The term “Software” excludes any Third-Party Software.

“**Software Modification**” has the same meaning as “Customization” if made at the request of Customer under the terms of this Agreement, and as “Enhancement” when made by Aumentum Tech as part of the development or enhancement of the Software or Third-Party Software.

“Statutory Reports” means those reports provided by Aumentum Tech that must be: a) automated compiled data reports (not forms, transmittals, cover letters, or correspondence. b) specifically mandated by State Law (not optional or desirable.). c) have all data content and format described in complete detail by mandating authority and d) all report data content must already be contained within the standard database by means of in-scope data conversion and/or generated by standard application features.

“Test Period” means the thirty (30) day period following (a) Customer’s receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

“Third-Party Software” means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule, but shall not include third party software that has been integrated into the core functionality of the Software (not an optional component that is separately licensed) by Aumentum Tech as part of its development process.

“Version” means any new version, release, adaptation, or modification of the Software, which may include major and minor Enhancements, Error Corrections, Compliance Updates, patches, and/or hot fixes. Versions are indicated by Aumentum Tech’s standard Software numbering system.

“Web Hosting” means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 Schedule(s). Aumentum Tech shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the “Schedule” and “Schedules”).

2.2 Conflicting Terms. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

Grant. Aumentum Tech grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), irrevocable and unrestricted (subject to the restrictions provided in Section 3.3), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

The licensed Software includes the public access software that is described in Schedule CA2024.001.01 and is currently hosted by Aumentum Tech on behalf of Customer. Customer will have the right to transition such software from Hosting Services with Aumentum Tech to hosting by Customer or Customer’s third party cloud services provider at any time upon one-hundred and eighty (180) days written notice from Customer. Upon written notice of such change, Aumentum Tech will reasonably assist Customer with the installation and configuration of such Software with the alternative hosting provider, subject to Section 5.5. The Software also includes the modifications to be completed by Aumentum Tech pursuant to Section 5.1.6.

3.1 Acceptance Testing.

3.1.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Aumentum Tech in writing, and Aumentum Tech shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time Aumentum Tech is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Aumentum Tech and receive a refund of any payments received for the license fee.

3.1.2 The Software shall be considered accepted for all purposes

("Acceptance") upon the earliest of: (a) use of the Software by Customer for any purpose other than testing or (b) the Customer signs the Go-Live Authorization Deliverable Acceptance Statement.

3.2 Scope of Rights. Customer may:

3.2.1 Install the Software on the Designated Processor and may, upon prior written notice to Aumentum Tech, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.2.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.2.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.2.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Aumentum Tech's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Aumentum Tech upon request. All copies that are made by Customer shall be the property of Aumentum Tech.

3.2.5 Make copies of the Documentation for Customer's internal use only, provided that Aumentum Tech's copyright and other proprietary legends are reproduced on each copy.

3.3 Restrictions. In addition to other restrictions set forth in this Agreement, Customer may not:

3.3.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.3.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.3.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.3.4 Without prior written approval of Aumentum Tech, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.3.5 Without prior written approval of Aumentum Tech, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.3.6 Remove the labels or any proprietary legends from the Software or its Documentation.

No 3rd party access or sub-licensing is permitted under this Agreement without Aumentum Tech's prior written consent. Customer shall obtain the prior written approval of Aumentum Tech, which approval shall not be unreasonably withheld or delayed, for all consultants, agents, service providers or other non-employee personnel that are requesting access to the Software. Additional fees may be charged and a license agreement may be required if Customer requests that any third parties be granted access to the Software. The restrictions set forth in clauses 3.3.3, 3.3.4, 3.3.5 and 3.3.6 shall not apply to the extent necessary for Customer to maintain the Software following a triggering event as set forth in Section 3.9. For greater certainty, the restrictions set forth in clauses 3.3.1 and 3.3.2 shall continue to apply following a triggering event as set forth in Section 3.9.

3.4 Title. Aumentum Tech reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation, including the structure of the databases that are contained in the Software or any altered Customer Data that is formatted or modified by the Software. All Customer Data provided by Customer to Aumentum Tech remains the property of Customer provided, however, that Customer acknowledges that Aumentum Tech reserves all rights of ownership over the proprietary processes, algorithms or other components of the Software that involve any compiling, organizing, formatting, configuring, modification, enhancement or structuring of the Customer Data. Customer grants Aumentum Tech the right and license to include the data in the database for the purposes of providing the Services.

3.5 Right to Customer Data. Customer will at all times have the right to access and extract raw Customer Data from the databases in a file format that does not contain any Aumentum Tech schema or logic contained in the Software, it being understood that the nature of the Customer Data requires regular quality control in order to comply with applicable law. Customer acknowledges that due to the proprietary structure of each database which is incorporated in the Software and supported by Aumentum Tech, it may be necessary to create an application programming interface ("API") to access and replace data in a manner that does not disclose such proprietary structure or disrupt or impair the proper functioning of the Software. Aumentum Tech will cooperate with Customer or Customer's third party consultant to create such API as necessary, provided, however, that access to the database structure in connection with the creation of each API will be subject to a three-party non-disclosure agreement with any third party consultant and/or the execution of an end user license agreement between the third party consultant and Aumentum Tech that is satisfactory to Aumentum Tech and adequately protects the proprietary nature of its Software. Notwithstanding the foregoing, any such non-disclosure agreement or end user license agreement will have reasonable terms designed to protect the rights of Aumentum Tech without unduly interfering with the rights granted to Customer hereunder. Any proprietary information of Aumentum Tech that is included within an API created by Customer or a third party consultant will

remain the sole property of Aumentum Tech and Customer will have a limited license to use such proprietary information solely for the purpose of data retrieval and re-entry while using the Software in accordance with the terms of this Agreement. If Customer requests the creation of an API by Aumentum Tech, or Aumentum Tech's cooperation with a third-party consultant's development of an API, such API will be out of scope work undertaken pursuant to Section 3.5. Any custom integration development or API creation for a 3rd party will require an End User License Agreement (EULA), and a Statement of Work and Design Specifications between Aumentum Tech and the 3rd party. Aumentum Tech reserves the right to charge third-parties a reasonable license fee for accessing the Software and to charge Customer a reasonable maintenance and support fee for any such API, in accordance with industry standards.

3.6 Right to Audit. Aumentum Tech shall have the right, within ten (10) days of Aumentum Tech's written request, during normal business hours and at times mutually agreed upon by Aumentum Tech and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Aumentum Tech of the underpayment.

3.7 Third-Party Software. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 Tools; Customizations. Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Aumentum Tech shall

own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

3.9 Source Code Escrow. Aumentum Tech currently provides a source code escrow for the Software pursuant to Attachment SCE of the Original Agreement, a copy of which is attached hereto as Appendix C to this Agreement. Aumentum Tech will continue to deposit updated source code for the Software every four (4) months as long as Customer is paying the annual support and maintenance fee and provided that Customer has paid all fees due to the provider of escrow services for maintaining the repository. Aumentum Tech shall pay all costs associated with the production of the materials deposited into escrow and for any cost associated with making the deposits. In the event that the escrow holder ceases doing business for any reason, then Aumentum Tech and Customer will agree on an alternative provider and execute a new agreement on substantially the same terms. Customer will have the right, without the consent or approval of Aumentum Tech, to withdraw deposits from the source code escrow upon the occurrence of a triggering event. For the purposes of the source code escrow, a triggering event shall occur in the event that Aumentum Tech: (i) terminates or ceases its business operations for a period of more than sixty (60) days; (ii) becomes insolvent or commits any affirmative act of insolvency, or generally fails to pay, or admits in writing its inability to pay, debts as they become due, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under, or case in, bankruptcy or insolvency law, is voluntarily or involuntarily liquidated or wound up; (iii) sells substantially all of its assets to a third party or there is a change in control of the majority of its equity stock; (iv) breaches the Agreement between the parties for the delivery of the Software which is placed in escrow; or (v) if Aumentum Tech eliminates, refuses or is unable to provide maintenance and support for the Software. The County shall have unrestricted rights to access, modify, or otherwise utilize the Software for its own internal use upon any such release.

The Customer shall further have the right to withdraw the source code in the event that the Customer terminates or ceases to obtain maintenance and support services from Aumentum Tech at any time following April

30, 2029 and for any period extending maintenance and support services thereafter and Customer will have the right to access, modify or otherwise utilize the Software for its own internal use, subject to the terms of the license set forth in this Agreement.

Customer will own any modifications made to the Software while exercising its rights under this Section 3.9, but will not share such modifications with any third party other than third parties providing services on behalf of Customer in connection with its support of the Software, which third parties will be required to maintain the confidentiality of the Software and all modifications thereto.

4. HARDWARE.

4.1 Delivery. If Hardware is provided to Customer under this Agreement, Aumentum Tech shall coordinate delivery of the Hardware to Customer. Aumentum Tech shall deliver all Hardware to Customer FOB Customer's location.

5. MAINTENANCE & SUPPORT SERVICES.

5.1 Scope. Provided that Customer is current in the payment of the applicable fees, Aumentum Tech shall provide the following maintenance and support services:

5.1.1 Telephone Support. Aumentum Tech shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 5:00 p.m. local Customer time, Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Aumentum Tech may from time to time amend its holiday schedule upon at least sixty (60) days' prior notice to Customer.

5.1.2 Web Site. Aumentum Tech shall maintain a web site that contains information concerning the Software and Maintenance & Support Services.

5.1.3 Error Corrections. Aumentum Tech will respond to and correct any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A.

5.1.4 Compliance Updates. Aumentum Tech shall exercise due diligence and

provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides Aumentum Tech with timely written notification of such changes. Customer understands and agrees that Aumentum Tech's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to Aumentum Tech in a manner that provides Aumentum Tech sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Aumentum Tech shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. The cost of routine compliance updates is included in the annual support and maintenance fee paid by Customer. "Routine compliance updates" means regular periodic updates to the law as a result of legislation, regulatory interpretation or litigation which apply across the State of California and which result in modifications to calculations and processes used by the Software to provide accurate and legally compliant work product. Some compliance updates may require substantial changes in the Software that go beyond routine compliance updates as a result of major legislation or modifications that by their nature require significant technical effort by Aumentum Tech that is not contemplated by the annual support and maintenance fees. Aumentum Tech will notify Customer if it believes that a compliance update falls within this category along with an estimate of the cost and schedule for completion of such update. Such cost by Aumentum Tech shall be spread on an equitable basis across Aumentum Tech's affected customer base.

5.1.5 Versions. Aumentum Tech shall provide Customer with new Versions of the Software. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System. The maintenance and support services described in Sections 5.1.1 through 5.1.5 above are herein collectively referred to as "Maintenance & Support Services" Provided that Customer is current in the payment of the applicable fee and not otherwise in

breach of the Agreement, Aumentum Tech shall provide Maintenance & Support Services for the current Version of the Software for the term described in Section 15.2 (Term of Maintenance & Support Services).

5.1.6 Aumentum Tech will remain obligated to complete the tasks associated with fixing certain errors in the Software as set forth in Change Order CA09141001-CR215 to the Original Agreement ("CR215"). The delivery schedule for the remaining tasks required to be completed pursuant to CR215 shall remain in full force and effect and Customer will have the right to hold back the amounts set forth therein from payments due to Aumentum Tech under the Maintenance and Support Services Schedule (CA2024.001.01) if tasks are not completed on schedule. For clarity, despite being issued under the Original Agreement, following the Effective Date, CR215 shall be treated as a Schedule that provides for Services that are governed by the general terms of this Agreement, provided, however, that: (i) such Services will not be treated as Maintenance and Support Services; and (ii) such Services will be subject to a total, aggregate limitation of liability equal to \$450,000 and, for clarity, any liability arising under this separate cap on liability for CR 215 shall be in addition to, and shall not be aggregated with other liability arising under this Agreement for the purposes of reaching the liability limit set forth in section 13. The acceptance of CR215 deliverables will be governed by the process set forth in CR078.

5.2 Customer Obligations.

5.2.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Maintenance & Support Services shall be made. Aumentum Tech shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Aumentum Tech.

5.2.2 Customer shall implement and follow the reasonable written instructions of Aumentum Tech regarding operation of the Software.

5.2.3 Customer shall comply with the applicable Documentation.

5.2.4 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.3 Third-Party Software Support. Aumentum Tech shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Aumentum Tech is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.4 Hardware Maintenance. Aumentum Tech may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. Aumentum Tech is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Aumentum Tech or the attachment of third-party hardware or equipment to the Customer's Computer System. Aumentum Tech is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.5 Services Outside Scope. The exclusions set forth in Section 10.4 shall apply to Aumentum Tech's obligations to provide Maintenance & Support Services under this Section 5. Services provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at Aumentum Tech's then-current time-and-material charges, including travel and all other out-of-pocket expenses, unless otherwise agreed in such Schedule. Aumentum Tech shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.5.

6. OTHER SERVICES.

6.1 Description. Aumentum Tech shall provide Services (other than Maintenance & Support Services) as set forth in the applicable Schedule.

6.2 Implementation Services. The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Aumentum Tech:

6.2.1 Joint Development. Aumentum Tech and Customer shall jointly develop the Implementation Plan using Aumentum Tech's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 Amendments. Aumentum Tech and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Aumentum Tech that are not within Aumentum Tech's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.2.3 Performance Dates.

6.2.3.1 Interdependencies of Dates. Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 Efforts. Each party agrees to use commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 Adjustments. To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 Aumentum Tech Project Manager. Aumentum Tech shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the

“Aumentum Tech Project Manager”) who shall have the principal responsibility for overseeing and managing the performance of obligations of Aumentum Tech under the Schedule and who shall be the primary point of contact for Aumentum Tech. Aumentum Tech may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Aumentum Tech agrees that the Aumentum Tech Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.5 Customer Project Manager. Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the “Customer Project Manager”) who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Aumentum Tech.

7. INSURANCE

7.1 Insurance Coverage. During the term of this Agreement, Aumentum Tech shall maintain insurance coverage covering its operations as follows:

| Insurance Type | Maximum Coverage Amount (per occurrence) |
|---|---|
| Workers’ Compensation and Employer Liability. | No less than the limits of liability required by law. |
| Automobile Liability. | No less than \$1,000,000 |
| Data Processing Errors & Omissions. | \$3,000,000 |
| Cyberliability | \$2,000,000 |
| Commercial General Liability: | |
| General Aggregate | \$ 2,000,000 |
| Products | 2,000,000 |
| Personal/Advertising Injury | 1,000,000 |
| Each Occurrence | 1,000,000 |
| Fire Damage | 1,000,000 |
| Medical Expenses | 10,000 |
| Umbrella Coverage | \$5,000,000 |

7.2 Certificate. Upon request by Customer, Aumentum Tech shall provide Customer with certificate(s) of insurance naming the County as an additional insured. Aumentum Tech shall use all commercially reasonable efforts to provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 License Fees. No license fees will be payable for the Software described on Schedule CA2024.001.01 to the extent that the fees for such Software have already been paid. For new modules for the existing Software (not including new modules that replace existing functionality or provide the functionality to be provided under CR215) or if the Customer elects to license additional software offered by Aumentum Tech, Customer shall pay Aumentum Tech the license fees set forth in any other applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 Support Fees. Customer agrees to pay Aumentum Tech the support fees set forth in Schedule CA2024.001.01 and any other applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the date Go-Live. Aumentum Tech shall have the right to increase the annual support fees for existing Software Versions upon prior written notice unless multi-year pricing is agreed upon in the applicable Schedule. Support fee increases shall not be arbitrary or unreasonable. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 Other Services Fees. Unless otherwise stated in the applicable Schedule, Statement of Work, or mutually agreeable document, Customer shall pay all fees for Services (other than Maintenance & Support Services) on a time-and-material basis based on Aumentum Tech’s then-current rates and charges for the Services. Aumentum Tech will bill other Services as used.

8.4 Hardware Fees. Customer agrees to pay Aumentum Tech the fees for Hardware set forth in the applicable

Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon shipment of the Hardware.

8.5 Reimbursable Expenses. To the extent provided for in a Schedule or Statement of Work and subject to an approved written budget, Customer agrees to reimburse Aumentum Tech for all reasonable out-of-pocket expenses for travel incurred by Aumentum Tech in connection with the performance of Services. Meal expenses shall not exceed Aumentum Tech's then-current per-diem amount.

8.6 Invoices/Acceptance. All invoices are due within 30 days of receipt or as specified in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Aumentum Tech in writing the reasons for such delay. All Professional Services provided against subsequent agreements and less than \$10,000 shall be invoiced upon signing of the related contract addendum, Letter of Authorization, Change Request, or related agreement.

8.7 Taxes. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Aumentum Tech with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Aumentum Tech, excluding any taxes based upon Aumentum Tech's income or the conduct of business in the State of California by Aumentum Tech. All Software and Documentation will be delivered to Customer in digital form and not on any tangible media. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Aumentum Tech shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Aumentum Tech for such tax liability within thirty (30) days after receiving written notice of such tax liability from Aumentum Tech.

8.8 Penalties for Delay. Neither Customer nor Aumentum Tech shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless specifically set forth in the applicable Schedule or CR215.

8.9 Price Changes. If Aumentum Tech utilizes a third-party Hardware Maintenance services provider, Aumentum Tech shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Aumentum Tech shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Aumentum Tech upon thirty (30) days prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

8.10 Contract Incentives. Aumentum Tech will provide support and maintenance credits as incentives for Customer's cooperation in promoting the Software as set forth in Appendix B.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 Communications Equipment. At a minimum, Customer is required to provide Aumentum Tech with access to their network over the Internet. All connections between Aumentum Tech and Customer networks will be compliant with Palo Alto Global Protect or such other industry standard security software as Customer may use from time to time.

9.2 Site Condition. Customer shall maintain site conditions that conform to common industry standards for all computer systems and/or media devices.

9.3 Records. Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

9.4 Computer Virus Protection. Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Except as set forth in Section 10, Aumentum Tech shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 Network Security.

9.5.1 Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. No employee or contractor of Customer will knowingly or

negligently introduce malware into a hosted environment provided by Aumentum Tech. Except as set forth in Section 9.5.2, Aumentum Tech shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

9.5.2 Aumentum Tech shall, at its own expense, protect the security of its computer systems that are used to access the Software. All connections where Aumentum Tech employees or contractors have access to the Customer's Computer System or Customer Data while providing support or Services will be secured in accordance with Section 9.1. No employee or contractor of Aumentum Tech will knowingly or negligently introduce malware into Customer's Computer System. Customer Data that is stored by Aumentum Tech or in connection with Hosted Services will only be stored on servers which are located in the United States of America. Aumentum Tech shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. offices. Aumentum Tech shall permit its personnel and contractors to access Customer Data remotely only as required to provide the Services.

9.5.3 Data Breach.

a. For purposes of this Section 9.5.3, the following definitions apply:

(i) "Data Breach" means the unauthorized access by a non-authorized person that results in the use, disclosure or theft of Customer Data that is accessed via the Software and that is the result of an act, error or omission by Aumentum Tech, its agents, employees, or contractors.

(ii) "Customer Identified Contact" means the person or persons designated in writing by the Customer to receive Security Incident or Data Breach notification.

(iii) "Security Incident" means the potentially unauthorized access by non-authorized persons to Customer Data that is the result of an act, error or omission by Aumentum Tech and that Aumentum Tech believes could reasonably result in the use, disclosure or theft of Customer data within the possession or control of Aumentum Tech. A Security Incident may or may not turn into a Data Breach.

Any unauthorized access to the Software or Customer Data due to Customer's violation of section 9.2, 9.4, or 9.5.1, or which arose as a result of an act, error or omission by the Customer, shall not be deemed a Data Breach or Security Incident for the purposes of this Agreement.

b. Any Hosted Services will be provided in accordance with the security protocols that are set forth in the security policy of Aumentum Tech which has been provided to Customer for review for such Hosted Services in accordance with a Schedule ("Security Policy"). The Security Policy sets forth the minimum level of encryption, intrusion detection and data protection that is provided for the Hosted Services and Aumentum Tech will not make any change to the Security Policy during the term of any Schedule for Hosted Services that would provide less rigorous protection. Notwithstanding any term of the Security Policy, all Customer Data will be encrypted while in transit and while at rest within the Hosting Services.

c. Aumentum Tech shall inform Customer of any Security Incident or Data Breach in accordance with the following protocols:

(i) Aumentum Tech may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in this Agreement. Discussing Security Incidents with the Customer should be handled on an urgent as-needed basis, as part of Aumentum Tech communication and mitigation processes as mutually agreed upon, defined by law or contained in this Agreement.

(ii) Aumentum Tech shall report a Security Incident to the appropriate Customer Identified Contact immediately upon becoming aware of such incident.

(iii) If Aumentum Tech has actual knowledge of a confirmed Data Breach that affects the security of any Customer Data, Aumentum Tech shall (1) promptly notify the appropriate Customer Identified Contact as soon as reasonably possible, but in no event more than 36 hours after becoming aware of the Data Breach, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

(iv) Aumentum Tech shall (1) cooperate with the Customer as reasonably requested by the Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

(v) Unless otherwise stipulated, if a Data Breach is a direct result of Aumentum Tech's breach of its contractual obligation to secure Customer Data in accordance with this Agreement and the Security Policy or otherwise prevent its release, Aumentum Tech shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; and (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed \$225 per person.

10. WARRANTIES.

10.1 Software. Aumentum Tech warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of sixty (60) days after the Acceptance Date while a Schedule for Maintenance and Support Services is in place. Aumentum Tech agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period in accordance with Section 5. In addition, Aumentum Tech warrants that, for a period of sixty (60) days following implementation, any Enhancement, Compliance Update, CR215 deliverable and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1, is the correction or replacement of any nonconformity. Customer shall provide Aumentum Tech with written notice that nonconformity exists, and Aumentum Tech shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Aumentum Tech warrants that the Software does not contain any

disabling devices that would allow Aumentum Tech to terminate operation of the Software. Aumentum Tech further warrants that, to the best of its knowledge, the Software does not contain any viruses.

10.2 Services. Aumentum Tech warrants that all Services provided under this Agreement will be performed in a professional and workmanlike manner using employees or contractors who are familiar with the Software. Customer shall notify Aumentum Tech in writing of any breach of this warranty within thirty (30) days after completion of the Service. Aumentum Tech's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

10.3 Third-Party Software; Hardware. AUMENTUM TECH MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER WILL INDEMNIFY AUMENTUM TECH AND ITS AFFILIATES AGAINST DAMAGES THEY INCUR AS A RESULT OF A THIRD PARTY CLAIM ARISING FROM CUSTOMER'S USE OF THE THIRD-PARTY SOFTWARE.

10.4 Exclusions. Aumentum Tech's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Aumentum Tech;

10.4.2 Problems and errors that Aumentum Tech and/or Customer cannot reproduce;

10.4.3 Problems relating to or caused by (a) any hardware, Third-Party Software, Internet Service Provider (ISP), or software that was not supplied by Aumentum Tech, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.4.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or Third Party Software shall be billed at Aumentum Tech's then-current time-and-material rates, plus travel related expenses.

10.5 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. AUMENTUM TECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

11.1 **Defined.** As used in this Section 11, "Confidential Information" includes the Software, Customer Data and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as Confidential Information to the extent that it meets the requirements of the definition. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Aumentum Tech.

11.2 **Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not take any action that would result in the Software entering the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. If a receiving party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the disclosing party as promptly as practicable so that the disclosing party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order. Aumentum Tech acknowledges that Customer is subject to the disclosure requirements of the California Public Records Act, provided, however, that Customer will promptly notify Aumentum Tech of any request for Confidential Information for which an exception to disclosure under the Act does not apply.

11.3 **Exceptions.** A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION; PRIVACY.

12.1 Scope. Aumentum Tech agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. The preceding indemnity shall exclude any Customizations developed by Customer or by a third-party on behalf of Customer. Aumentum Tech shall have the sole right to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 Notice. Customer shall give Aumentum Tech prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Aumentum Tech's rights in the Software. Customer will provide Aumentum Tech reasonable cooperation in the defense of such claim or action or negotiations for its settlement.

12.3 Alternatives. Aumentum Tech shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, Aumentum Tech may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) modify the Software to make it non-infringing; or (c) replace the Software with a functional equivalent.

12.4 Exclusions. Aumentum Tech shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system; (c) modification of the Software other than by a representative of Aumentum Tech; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 Sole Remedy. This Section 12 states Aumentum Tech's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

12.6 Privacy. Customer agrees to indemnify and defend Aumentum Tech against any claim or action brought by any third-party that Customer Data provided by Customer violated any laws, rules or regulations with

respect to the privacy of such third-party, including any privacy policy of Customer.

13. LIMITATIONS OF LIABILITY.

Limitation and Disclaimer. EXCEPT FOR AUMENTUM TECH'S OBLIGATIONS UNDER SECTION 12 (INDEMNITY FOR THIRD-PARTY IP CLAIM), AUMENTUM TECH'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT IN THE AGGREGATE EXCEED TWO MILLION DOLLARS (\$2,000,000). EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTION 12, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR EXCESS COSTS OF REPROCUREMENT ("COVER COST"), INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES RESULTING FROM INTERUPPTION OF USE OR LOSSES OR CORRUPTION OF DATA, WHETHER OR NOT AUMENTUM TECH HAS OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION ON LIABILITY WILL NOT APPLY TO THIRD PARTY CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE THAT ARE CAUSED BY THE NEGLIGENT ACTS OR WILLFUL MISCONDUCT OF AUMENTUM TECH, ITS AGENTS OR EMPLOYEES, WHILE TRAVELING TO OR PRESENT AT COUNTY FACILITIES, INCLUDING THE AMOUNT OF INSURANCE COVERAGE AVAILABLE PURSUANT TO SECTION 7.1 WITH RESPECT TO SUCH CLAIMS.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, Aumentum Tech shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Aumentum Tech against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

15.1 Term of Agreement. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16. Notwithstanding the

foregoing, the licenses granted in Section 3 for the Software described on Schedule CA2024.001.01 shall not terminate or expire with the termination of this Agreement for any reason and will remain subject to the terms, conditions and limitations on use contained herein.

15.2 Term of Maintenance & Support Services. Unless otherwise provided in the applicable Schedule, Maintenance & Support Services for Software shall commence upon Go-Live as defined in the Schedules or Statement of Work, as applicable, and shall continue for an initial term of thirty-six (36) months. Maintenance & Support Services may be renewed thereafter for additional terms of twelve (12) months upon mutual written agreement (or a longer period as agreed in writing by the parties). The parties shall meet no less than 180 days prior to the expiration of a term for Maintenance & Support Services to discuss any extension of such Services. If Maintenance & Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee and any other applicable fees.

15.3 Term of Hardware Maintenance Services. Unless specifically identified in the Maintenance & Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

15.4 Term of Other Services. The term for Services (other than Maintenance & Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

16.1 By Either Party. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement;

16.1.2 Materially breaches this Agreement and fails to cure the breach or develop a plan to cure the breach within sixty (60) days after written notice of the breach from the other party;

16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 By Customer. In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Aumentum Tech with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Aumentum Tech under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant Aumentum Tech a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available within two (2) years of said date, Customer shall be free to contract with Aumentum Tech or any other available source when they do become available.

16.3 Effect of Termination. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of the license restrictions set forth in Section 3.3. If Customer terminates this Agreement prior to the payment of all Software license fees, Customer shall immediately cease using the Software for which such fees have not been paid and shall either destroy or return the original and all copies, in whole or in part, in any form, of the applicable Software and related materials. Customer shall certify such action in writing to Aumentum Tech within one (1) month after the termination date. If Customer terminates a Schedule for Maintenance & Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be

applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Aumentum Tech shall return all data supplied by Customer in a format reasonably requested by Customer (other than Aumentum Tech's proprietary format) upon payment to Aumentum Tech of a fee equal to ten percent (10%) of the then current annual fee for Maintenance and Support Services..

16.4 Survival of Certain Obligations. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement until fulfilled.

17. DISPUTE RESOLUTION.

17.1 Informal Dispute Resolution. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

18.1 Customer List; Publicity. Customer authorizes Aumentum Tech to use Customer's name in its list of Customers, but may rescind such authorization at any time upon thirty (30) days written notice. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Maintenance & Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Aumentum Tech may publicly refer to Customer (by name only) as being a customer of Aumentum Tech, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 Amendments. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

18.3 Notices.

18.3.1 Delivery. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by personal service, commercial courier, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by commercial courier.

18.3.2 Receipt. Communications shall be deemed received, if by personal service, when actually received, if by courier, when delivered as evidenced by the courier's records; and if by electronic mail, when actually received as evidenced by a confirmation email from the recipient. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 Contact Person. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 Technology Life Expectancy. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that Aumentum Tech will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Aumentum Tech does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Aumentum Tech will function for an indefinite period of time. Rather, Aumentum Tech and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Version, additional disk storage and

memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 Excusable Delays. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 Reserved.

18.7 Injunctive Relief. Aumentum Tech and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to seek injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue in any action brought to enforce the terms of this Agreement will be in the applicable state or federal courts located in the County of Riverside and each party hereby submits to the jurisdiction of such courts.

18.9 Assignment. Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause shall be null and void. However, Aumentum Tech may, without Client's consent, assign the Agreement or any rights granted in the Agreement, in whole or part, either (a) to an Affiliate; (b) in connection with Aumentum Tech's or an Affiliates' sale of a division, product or service; or (c) in connection with a reorganization, merger, acquisition or divestiture of Aumentum Tech or any similar business transaction.

18.10 Severability. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

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

18.12 Subcontractors. Aumentum Tech reserves the right to subcontract work, as it deems necessary, to perform the Services under this Agreement. Aumentum Tech shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

18.13 Independent Contractor. The relationship of Aumentum Tech to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.14 Waiver. No delay or failure by either party to take any action or assert any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, nor shall any express waiver constitute a continuing waiver. The waiver by either party at any time, expressed or implied, of any breach or attempted breach of the obligations set forth in this Agreement shall not be deemed a waiver of or consent to any subsequent breach or attempted breach of the same or any other type.

18.15 Executable by Electronic Signature. Any signature of this Agreement or any Schedule through electronic signature shall constitute execution of the Agreement or Schedule by such party. For the purposes of this section, "electronic signature" may include a PDF of the original signed version of the Agreement or signature utilizing an electronic signature platform that is recognized for use by public agencies in the State of California, such as DocuSign.

18.16 Non-Discrimination. Aumentum Tech, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.17 Entire Agreement. Except as expressly set forth herein, this Agreement embodies the entire agreement and understanding between Aumentum Tech and

Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement, including without limitation any representations concerning: (i) estimated completion dates, hours, or charges to provide any Service; (ii) performance or function of any Product or system, other than as expressly warranted in Section 10 (Warranties); (iii) the experiences or recommendations of other parties; or (iv) results or savings Customer may achieve, shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Aumentum Tech.

**APPENDIX A
RESPONSE POLICY AND SUPPORT ESCALATION**

1. Response Policy

Aumentum Tech shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Aumentum Tech. Aumentum Tech may, in its reasonable discretion, re-classify the Error after its initial investigation consistent with the code definitions set forth below. A follow-up call will be initiated with Customer to resolve any issues with respect to the correct priority code classification. If both parties cannot agree to the call priority, the call will be escalated to the support supervisor for assistance. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Aumentum Technologies and Customer will mutually agree to the adjusted priority code. Any fees associated with the adjustment would be outlined in a Change Request and would be charged on a time-and-materials basis at Aumentum Tech's then current rates. The priority codes and responses are as follows:

| Priority | Definition/Impact | Aumentum Tech's Responses |
|-----------------|--|---|
| 1 | The problem causes an immediate major impact on Customer's business or prevents Customer from complying with statutory deadlines. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists. | Aumentum Tech will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Aumentum Tech has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible. |
| 2 | The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner. | Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved. |
| 3 | The problem has a minor impact on Customer's business. The problem does not prevent operation of the software. | Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days. |
| 4 | The problem has no business impact. | Aumentum Tech will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future Version. |

2. Call Escalation

In order to maintain and improve Customer satisfaction levels, Aumentum Tech ensures support calls are not “lost” within Aumentum Tech’s system. To this end, escalation metrics are a key component within Aumentum Tech’s overall support metrics.

Support escalation defines the notification process for calls that are exceptions to the published response rules. Progression to higher levels of Aumentum Tech management will provide latitude in determining the appropriate course of action as well as access to additional resources that may be applied to the resolution of the problem.

The first escalation point is the Direct Support Manager. This escalation is to be made in accordance with the outlined metrics for each priority level. Each subsequent escalation is implemented if the current escalation does not occur within the timeframes as outlined in the tables below.

Call Resolution Escalation

| | | | | | |
|---------------------------------------|-----------------|-----------------|------------------|------------------|------------------|
| | | | | | |
| Support Supervisor | 6 Hours | 16 Hours | 48 Hours | 48 Hours | 48 Hours |
| Director, Support Operations | 12 Hours | 48 Hours | 72 Hours | 72 Hours | 72 Hours |
| Vice President, Professional Services | 24 Hours | 72 Hours | 96 Hours | 96 Hours | 96 Hours |
| Chief Operating Officer | 48 Hours | 96 Hours | 120 Hours | 120 Hours | 120 Hours |

3. Error Tracking

Aumentum Tech will track the number of Errors reported, the response time for each Error and the amount of time before each Error is resolved. Aumentum Tech will provide Customer with an extract of Aumentum Tech’s tracking system showing the current status of each reported Error on a monthly basis as currently provided.

4. Support Credits

Customer will receive Maintenance and Support fee credits as a result of Aumentum Tech's failure to resolve Priority 1 items as set forth in this Appendix A. This credit is in the amount of \$2,000 per failure to respond to a Priority 1 item on a timely basis. Priority 1 Errors that are not resolved within [five] (5) business days will result in a credit of \$5,000, which will continue to accrue at a rate of \$5,000 for each [five] (5) business day period that the Priority 1 Error remains unresolved. Credits will be aggregated and offset against the Maintenance and Support fee for the following year.

In no event shall the Support Credits, either individually or in the aggregate, exceed twenty-five percent (25%) of the Maintenance and Support fees payable for any individual month.

No fee credits shall be provided for Errors which arise due to any act or omission by the Customer.

Support credits provide Customer's sole remedy and Aumentum Tech's sole liability for Errors and below-target Software support, provided this sentence does not restrict Customer's right to terminate the Agreement for material breach in accordance with section 16.1.2. To be eligible, the credit request must be received by Aumentum Tech within one-hundred and eighty (180) days after the date when the incident occurred.

**APPENDIX B
INCENTIVES**

Customer can earn Maintenance and Support fee credits as a result of new business in California which Aumentum Tech secures with the assistance of the Customer. There are nine (9) named accounts listed below which Aumentum Tech has an interest in signing in California. Only one credit can be applied per Maintenance year, with a maximum number of nine (9) credits available to be earned. Additional accounts, and corresponding credits for other California counties not named below may be added through the change control process.

To be eligible for these fee credits: (i) a County named below must execute a binding agreement to license software from Aumentum Tech during a period when the Customer has paid for maintenance and support from Aumentum Tech; and (ii) Customer must, at a minimum, send a written positive letter of reference for Aumentum Tech and conduct a demo of the Software for the prospective customer.

The Maintenance and Support fee credits can be earned by Customer subject to the following schedule:

| County | Maintenance and Support Fee Credit |
|-------------------------------|------------------------------------|
| Los Angeles County | \$290,448.75 |
| San Diego County | \$290,448.75 |
| Contra Costa County | \$290,448.75 |
| Orange County | \$290,448.75 |
| San Francisco County & City | \$290,448.75 |
| San Bernardino County | \$290,448.75 |
| Santa Clara County | \$290,448.75 |
| Sacramento County | \$290,448.75 |
| Ventura County | \$580,897.50 |
| Total Credit Available | \$2,904,487.50 |

APPENDIX C
SOURCE CODE ESCROW AGREEMENT

See Attached


SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

The attached Schedules numbered CA2024.001.01 are made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2024.001 between Manatron and the undersigned Customer (the "Agreement").

| By and Between | And |
|---|--|
| MANATRON, INC. 2429 Military Road, Suite 300 Niagara Falls NY 14304 ("Aumentum Technologies" or "Aumentum Tech") | RIVERSIDE COUNTY, CA 4080 Lemon Street, 6 th Floor MS 1102 Riverside, CA 92501 ("Customer") |
| Attention: Matthew Henry – Lead Contract Administrator Telephone No.: 866.471.2900 E-mail: MHenry2@HarrisComputer.com | Attention: Telephone No.: E-mail Address: |

The parties have executed these Schedules as of the dates set forth below their respective signatures.

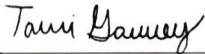
AUMENTUM TECHNOLOGIES

By: 
(Signature)

Printed or Typed Name: Mike Walters


Its: Group President
(Title)

Date: 1/26/2026

Witnessed: 
(Signature)

By: Torri Garvey
(Printed or Typed Name)

RIVERSIDE COUNTY, CA

By: 
(Signature)

Its: KAREN SPIEGEL CHAIR, BOARD OF SUPERVISORS
(Title)

Date: APR 28 2026

By: _____
(Signature)

Its: _____
(Title)

Date: _____

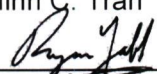
Witnessed: _____
(Signature)

Date: _____

SIGNATURE PAGE

ATTEST:
KIMBERLY A. RECTOR, Clerk

By 
DEPUTY

APPROVED AS TO FORM
COUNTY COUNSEL
Minh C. Tran

Ryan Jabko
Deputy County Counsel

Date: October 3, 2025

SOFTWARE SCHEDULE FOR RIVERSIDE COUNTY, CA

Schedule CA2024.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2024.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

| SOFTWARE | | | | | |
|------------------------------------|--------------|----------|------------|-------------|-------------------|
| Software Description | Model Number | Quantity | Unit Price | Total Price | Comments |
| Aumentum Tax | AUMTAX | 1 | | \$ - | Existing Software |
| Aumentum Valuation | AUMVAL | 1 | | \$ - | |
| Aumentum Records Administration | AUMRECEE | 1 | | \$ - | |
| Aumentum Assessment Administration | AUMAA | 1 | | \$ - | |
| Aumentum Personal Property | AUMPP | 1 | | \$ - | |
| Aumentum Case Management (Appeals) | AUMCM | 1 | | \$ - | |
| Aumentum Levy Management | AUMLEVY | 1 | | \$ - | |
| Aumentum eRecorder | AUM-RECORDER | 1 | | \$ - | |
| Total Software Fees: | | | | \$ - | |

SOFTWARE USE RESTRICTIONS: License limited to a single Riverside County, CA site.

Date: October 3, 2025

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR RIVERSIDE COUNTY, CA

Schedule CA2024.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2024.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

| SOFTWARE SUPPORT SERVICES | | | |
|--|---------------------|---|-----------------|
| Software Product | Model Number | Annual Fees for 2026 Term 5.1.2026 - 4.30.2027 | Comments |
| Aumentum Tax | AUMTAX | \$ 608,555.00 | |
| Aumentum Valuation | AUMVAL | \$ 298,312.00 | |
| Aumentum Records Administration | AUMRECEE | \$ 119,324.00 | |
| Aumentum Assessment Administration | AUMAA | \$ 238,648.00 | |
| Aumentum Personal Property | AUMPP | \$ 11,877.00 | |
| Aumentum Case Management | AUMCM | \$ 11,365.00 | |
| Aumentum Levy Management | AUMLEVY | \$ 107,392.00 | |
| Total Maintenance & Support Services Fees | | \$ 1,395,473.00 | |

TERM OF SUPPORT SERVICES SCHEDULE: Initial Term: Support Services shall commence upon **May 1, 2026** and shall continue for an initial term of twelve (12) months.

Term 2: Term 2 shall be from May 1, 2027 to April 30, 2028. Fees for Term 2 shall be subject to a 3% increase.

Term 3: Term 3 shall be from May 1, 2028 to April 30, 2029. Fees for Term 3 shall be subject to a 5% increase.

Optional terms: The Customer shall have the option to renew the Maintenance and Support Services for an additional two terms of twelve (12) months each (individually, "Term 4" and "Term 5"). Fees for Term 4 and Term 5 shall each be subject to an increase as set forth in section 8.2 of the MSA.

If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: October 3, 2025

PROFESSIONAL SERVICES SCHEDULE FOR RIVERSIDE COUNTY, CA

Schedule CA2024.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2024.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

| PROFESSIONAL SERVICES | | | | | | | |
|--|--------------------|-------------------|--------------|------------------|--------------|-----------------|-------------------|
| General Description of Services | Model Number | Days/ Quantity | Unit Price | One-Time Fees | Annual Fees | Term | Comments |
| Application Programming Interface Fee | API FEE | 1 | \$ 32,100.00 | | \$ 32,100.00 | 10.1.26 thru | C3.AI API Fees |
| API Maintenance & Support | API MAIN&SUPPORT-S | 1 | \$ 6,500.00 | | \$ 6,500.00 | 9.30.27 | |
| Total Professional Services Fees: | | | | \$ - | \$ 38,600.00 | | |

TERM OF API ANNUAL FEES: Initial Term: API Annual Fees shall commence upon October 1, 2026 and shall continue for an initial term of twelve (12) months.
 Term 2: Term 2 shall be from October 1, 2027 to September 30, 2028. Fees for Term 2 shall be subject to a 3% increase.
 Term 3: Term 3 shall be from October 1, 2028 to September 30, 2029. Fees for Term 3 shall be subject to a 5% increase.

Optional terms: The Customer shall have the option to renew the Maintenance and Support Services for an additional two terms of twelve (12) months each (individually, "Term 4" and "Term 5"). Fees for Term 4 and Term 5 shall each be subject to an increase as set forth in section 8.2 of the MSA.

These services will be governed by terms in Change Request # CA09141001-CR214 last signed by the parties on 8.29.2024. Upon signing of this Schedule and Master Agreement # CA2024.001, Change Request # CA09141001-CR214 shall be governed by the terms in Master Agreement # CA2024.001 as agreement # CA09141001 shall terminate and shall have no further force or effect. If Support Services are discontinued by Customer or terminated for any period and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

Date: October 3, 2025

PUBLIC ACCESS SCHEDULE FOR RIVERSIDE COUNTY, CA

Schedule CA2024.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2024.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

Aumentum Technologies is willing to maintain an internet accessible public website that contains certain data that is properly formatted and submitted to it by Customer and other approved sources. Any site that contains a tax collection cart must interface with an approved payment processing vendor. An updated list can be obtained from your Support Professional. Should the County choose a non-approved Payment Processing Vendor additional development time and integration fees will be required.

| Public Access | | | | |
|--|---------------|--------------------|----------------|----------------------|
| Item | One-Time Fees | Annual Hosting Fee | Annual Support | Comments |
| Public Access Software Use License, Set-Up, and Implementation: | | | | |
| Public Access Tax | | | | |
| Public Access Valuation | | | | |
| Public Access Internet GIS | | | | |
| Public Access Ongoing Fees: | | | | |
| Public Access Tax | | | | |
| Public Access Valuation | | \$ 52,338.00 | \$ 157,014.00 | |
| Public Access Internet GIS | | | | |
| Total One-Time Fees: | | | | \$ - |
| Total Annual Hosting/Support Fees for 2026 Term - 5.1.2026 - 4.30.2027: | | | | \$ 209,352.00 |

Public Access is provided by Aumentum Technologies and consists of the following:

Providing Internet-based software to access Customer's public data;
 Populating the Public Access software with Customer data from the appropriate system on a regular basis;

Providing programs and resources to allow updating the Internet site with Customer's data;
 Providing a Hyper link to Customer's home page;
 Customization of text labels, menus, and screen color (collectively referred to as the "site theme");
 Ongoing development and enhancement of the Aumentum Tech Public Access applications;
 Ensuring proper third-party product licensing;
Payment Options
 Ongoing support, i.e., software upgrades, "bug" fixes, and telephone and email support;
 24/7/365 website monitoring.

Payment Terms: Initial Term: Public Access and PA hosting fees shall commence upon May 1, 2026 and shall continue for an initial term of twelve (12) months.
 Term 2: Term 2 shall be from May 1, 2027 to April 30, 2028. Fees for Term 2 shall be subject to a 3% increase.
 Term 3: Term 3 shall be from May 1, 2028 to April 30, 2029. Fees for Term 3 shall be subject to a 5% increase.

Optional terms: The Customer shall have the option to renew the Maintenance and Support Services for an additional two terms of twelve (12) months each (individually, "Term 4" and "Term 5"). Fees for Term 4 and Term 5 shall each be subject to an increase as set forth in section 8.2 of the MSA.
 Annual Hosting/Support Fees are billed annually in advance and are subject to increases as defined in Section 8.2 of the Master Agreement.

Cloud Technology: The Aumentum Tech - Cloud solution is a high-availability offering which includes:
 24/7/365 monitored infrastructure support;
 Proactive security analysis;
 Intrusion detection and auditing;
 User analytics;
 Automated back-ups.

In order to facilitate the data sync process, Aumentum's web services will need to be available to the Aumentum Cloud. This will enable the Public Access solution to pull up-to-date balance-due information for display on the web. During the implementation the Public Access team will communicate the network requirements.

Web Server Address: One Customer-determined domain name will be provided.

Frequency of Updates to Database: Customer shall make programmatic arrangements to provide Aumentum Tech with updated information for the Database on a daily basis or as agreed with Customer. In no case shall the updates occur more than once per day.

PUBLIC ACCESS SCHEDULE FOR RIVERSIDE COUNTY, CA

Schedule CA2024.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2024.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

Database Maintenance: Aumentum Tech agrees to establish and maintain the Database and to update information as it is properly formatted and submitted to Aumentum Tech by Customer or by other sources approved by Aumentum Tech. Aumentum Tech will follow standard procedures for computer management of the Database, including back-up measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration. Aumentum Tech will provide load-balanced web servers and a database server for the duration of this Agreement.

Security: Aumentum Tech agrees to implement commercially reasonable measures to protect the security of the Database and to prohibit unauthorized access to the Database. Aumentum Tech, however, makes no warranty or guarantee that the Database will be free from security breaches, and Aumentum Tech expressly disclaims any liability for loss or damage caused by unauthorized access to the Database.

Limitation of Liability: With respect to Aumentum Tech's obligations regarding the Database, Aumentum Tech and Customer mutually acknowledge that data entry, communication, and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses unless caused by that party's willful misconduct.

Database Link: Customer shall have access to the Database by linking to the web site located at the address provided. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database, and update the information on the Database under this Agreement.

Database Information: Customer is exclusively responsible for the content and accuracy of any data it submits to Aumentum Tech. Aumentum Tech will include such information in the Public Access Site as it is properly submitted. Customer is responsible for its data while such data is in transit to or from Aumentum Tech. Aumentum Tech may refuse to accept, and may return to Customer, any data that, in Aumentum Tech's opinion, (a) does not comply with Aumentum Tech's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for re-entry in the Database.

Title to Data: Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Aumentum Tech. Customer grants Aumentum Tech the right and license to include the data in the database and agrees that Aumentum Tech shall be the sole and exclusive external owner of the database as a compilation of data.

Customer Home Page/Subscriber Access: Users shall have access to the Database in accordance with terms and conditions set forth at the host site. Aumentum Tech provides a welcome page and all dynamic data access pages for access to the Public Access web data. At Customer's choice, the welcome page can be one of many linked pages, or it can be modified to act as the Customer home page.

Price: Customer agrees to pay Aumentum Tech the database hosting fees and other fees specified above. Aumentum Tech shall have the right to adjust any fees for database hosting services upon thirty (30) days' prior written notice to Customer provided, however, that Aumentum Tech shall not make more than one increase to the fees during any twelve-month period.

Assumption of Risks: Aumentum Tech shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Aumentum Tech against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of the Software, the host site, and/or the Database.

Project Manager: Neither Aumentum Tech nor Customer is required to provide a project manager for this endeavor unless Database Hosting is part of an integrated project.

Acceptance: Acceptance begins upon use by Customer for any purpose other than testing.

Use License: The Software is licensed on a Site basis for Database Hosting Services; Customer will have access to use the Database and web services only in connection with the operations thereof.

Date: October 3, 2025

SUMMARY SCHEDULE FOR RIVERSIDE COUNTY, CA

Schedule CA2024.001.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2024.001 between Aumentum Technologies and the undersigned Customer (the "Agreement").

| ONE-TIME FEES | |
|-----------------------------|-------------|
| Description | Price |
| | |
| | |
| Total One-Time Fees: | \$ - |

Taxes: The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Aumentum Tech, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Aumentum Tech for such tax liability within thirty (30) days of receiving written notice of such tax liability from Aumentum Tech.

| ONGOING FEES | |
|---|------------------------|
| Description | Annual Price |
| SOFTWARE SUPPORT SERVICES - 5.1.2026 - 4.30.2027 | \$ 1,395,473.00 |
| SOFTWARE SUPPORT SERVICES - 5.1.2027 - 4.30.2028 | \$ 1,437,337.00 |
| SOFTWARE SUPPORT SERVICES - 5.1.2028 - 4.30.2029 | \$ 1,509,204.00 |
| | |
| PUBLIC ACCESS HOSTING/SUPPORT - 5.1.2026 - 4.30.2027 | \$ 209,352.00 |
| PUBLIC ACCESS HOSTING/SUPPORT - 5.1.2027 - 4.30.2028 | \$ 215,633.00 |
| PUBLIC ACCESS HOSTING/SUPPORT - 5.1.2028 - 4.30.2029 | \$ 226,415.00 |
| | |
| APPLICATION PROGRAMMING INTERFACE FEES - 10.1.2026 - 9.30.2027 | \$ 38,600.00 |
| APPLICATION PROGRAMMING INTERFACE FEES - 10.1.2027 - 9.30.2028 | \$ 39,758.00 |
| APPLICATION PROGRAMMING INTERFACE FEES - 10.1.2028 - 9.30.2029 | \$ 41,746.00 |
| | |
| Total Ongoing Fees Year #1: 5.1.2026 - 4.30.2027 | \$ 1,643,425.00 |
| Total Ongoing Fees Year #2: 5.1.2027 - 4.30.2028 | \$ 1,692,728.00 |
| Total Ongoing Fees Year #3: 5.1.2028 - 4.30.2029 | \$ 1,777,365.00 |
| Total 36-Month Annual Fee Total | \$ 5,113,518.00 |
| Total Marshall & Swift Fees - 2026 Calendar Year Estimated fees listed in then current End User License Agreement | TBD |
| Total Marshall & Swift Fees - 2027 Calendar Year Estimated fees listed in then current End User License Agreement | TBD |
| Total Marshall & Swift Fees - 2028 Calendar Year Estimated fees listed in then current End User License Agreement | TBD |

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term and are subject to increases as defined in Section 8.2 of the Master Agreement. All invoices are due within 30 days of receipt.

Date: October 3, 2025



PETER ALDANA
COUNTY OF RIVERSIDE
ASSESSOR-COUNTY CLERK-RECORDER

Assessor
P.O. Box 751
Riverside, CA 92502-0751
(951) 955-6200

Website: www.riversideacr.com
Portal: www.riversidetaxinfo.com

Date: Monday, April 6, 2026

From: Peter Aldana, Assessor County-Clerk Recorder

To: Board of Supervisors

Via: Luis Gonzalez, IT Officer II

Subject: Request for Single Source Procurement for the continued maintenance and support and Integrated Property Tax Management System License with Manatron, Inc.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: Schedules for Master Agreement for Licensed Software, Hardware, and Services,
(i.e. CA
Secretary of State Business Entity Information, Dept. of Justice Registration
Conformation for non-profits, etc.)

1. **Requested Supplier Name:** Manatron, Inc. **Supplier ID:** 0000094240
- a. **Describe the goods/service being requested:** The Assessor-County Clerk-Recorder (ACR) aims to continue maintaining and supporting its integrated property tax management system license with Manatron, Inc.
- b. **Explain the unique features of the goods/services being requested from this supplier:** Manatron is the developer and exclusive provider of support for Riverside County's property tax system, Aumentum. This highly complex system serves multiple departments—including the ACR, Auditor-Controller, and Treasurer-Tax Collector—and supports approximately 500 users. Because the Aumentum source code is proprietary intellectual property solely owned by Manatron, only the company is authorized and capable of performing system modifications, updates, and specialized technical support. Its unique architecture

and proprietary components make Manatron the only qualified vendor to deliver these services.

c. What are the operational benefits to your department?

The County of Riverside's property tax system is critical for administering and managing property tax revenue, which is a primary funding source for public services. Utilizing Manatron provides key operational benefits, including:

- **Specialized expertise:** As the original developer, Manatron has in-depth knowledge of the system's architecture, ensuring accurate troubleshooting, efficient upgrades, and reliable performance.
- **Revenue continuity and accuracy:** Ensures reliable calculation, billing, and collection of property taxes, reducing errors that could impact county revenue.
- **Regulatory compliance:** Supports adherence to complex state and local tax laws, helping the County remain compliant with reporting and assessment requirements.
- **Operational efficiency:** Streamlines workflows across departments involved in the property tax lifecycle, improving coordination and reducing manual processes.
- **System reliability:** Minimizes downtime in a mission-critical system, ensuring uninterrupted tax processing and revenue collection.
- **Data integrity and consistency:** Maintains accurate, centralized records across departments, supporting audits, reporting, and decision-making.
- **Risk mitigation:** Vendor-supported maintenance reduces the likelihood of system failures, security vulnerabilities, or unsupported modifications.
- **Scalability and support:** Accommodates a large user base and evolving operational needs with ongoing vendor expertise and technical support.

d. Provide details on any cost benefits/discounts: In 2010, the Board of In 2010, the Board of Supervisors approved a multi-year license and financing agreement between the ACR and Manatron following a thorough review of proposals submitted in response to Request for Proposal (RFP) PUARC-1104 and RFP ASARC-025 issued by the County of Riverside. As part of this agreement, the ACR successfully negotiated a reduced annual percentage increase of 3% increase for the first 2 years. With Manatron's continued support, the ACR can maintain a stable, compliant, and efficiently managed property tax system while minimizing technical and operational risks.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes

No

a. If yes, please explain why you are requesting to utilize an SSJ process?

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? (If yes, please provide the reviewed single or sole source tracking number).

Yes, SSJ ___ No

a. What was the total annual and aggregate amount? N/A

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

| Description: | FY 25/26 | FY 26/27 | FY 27/28 | FY 28/29 | Total |
|---|--------------------|--------------------|--------------------|------------------|--------------------|
| Annual Costs: | | | | | |
| Maintenance and Support | \$1,395,473 | \$1,437,337 | \$1,509,204 | | \$4,342,014 |
| Public Access | \$209,352 | \$215,633 | \$226,415 | | \$651,400 |
| C3 Web API Maintenance | \$38,600 | \$39,758 | \$41,746 | | \$120,104 |
| Marshall and Swift Fees | \$21,500 | \$23,500 | \$25,600 | | \$70,600 |
| Amplify Registration (20 Attendees) | \$18,000 | \$18,900 | \$19,845 | | \$56,745 |
| Deed Processing Enhancement | \$400,000 | \$300,000 | \$300,000 | | \$1,000,000 |
| Public Access Enhancement and Maintenance | | \$150,000 | \$36,000 | | \$186,000 |
| Other Costs: | | | | | |
| Allow for additional enhancements, licenses, and services | | \$600,000 | \$600,000 | \$600,000 | \$1,800,000 |
| Total: | \$2,082,925 | \$2,785,128 | \$2,758,810 | \$600,000 | \$8,226,863 |

5. Period of Performance: May 1, 2026 – April 30, 2029

Ratify Start Date (if applicable): N/A

Initial Term Start Date: 05/01/2026 End: Date: 04/30/2027

Number of renewal options (please provide those options: 3 Years with an option for 2 additional one-year periods)

Aggregate Term/End Date: April 30, 2031

6. Projected Board of Supervisor Date (if applicable): April 28, 2026

[Signature Page Follows]

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Melissa Garcia [Signature] 4/6/2026
Print Name Department Head Signature Date
(Executive Level Designee)



PCS Reviewed:

Ofelia Acosta Ofelia Acosta 4/6/2026
Print Name Signature Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psourcesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.



The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 8,226,863

Aggregate Amount \$ _____

Stacy Orton 4/16/2026 26-147
Purchasing Agent Signature Date Tracking Number
(Reference on Purchasing Documents)

Flores, Kate

From: Brad Anderson <ba4612442@gmail.com>
Sent: Monday, April 27, 2026 3:50 AM
To: Clerk of the Board
Subject: Public Comment - Riverside County Board of Supervisors meeting of April 28, 2026 (9:30AM) - AGENDA ITEM: 3.3

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

April 27, 2026

Riverside County Board of Supervisors (BoS)
Administrative Center - First Floor Board Chambers
4080 Lemon St.
Riverside, CA.
Attention: Clerk of the Board of Supervisors

Re: Written testimony in regards to Agenda Item: 3.3 (continue sole contracted vendor - total: \$8,226,863 with extension(s) of (2) additional annual renewals WITHOUT SEEKING COMPETITIVE BIDS).

Dear current BoS members,

Simply, Riverside County Assessor, clerk recorder, audit controller and treasurer tax collector have been using inferior software, hardware and services that burdens Riverside County residents and businesses with lack of good recording of understandable data collected that's understood by individuals being taxed to support special Interests that operate a compromised organization networking scheme.

Transparency of member organizations and special Interests that supplies those governmental agencies needs to have a larger scale of vendors for consideration.

Please remember, Riverside County officials will continue to cause distrust of residents from their ongoing influences to de-house families to secure their properties which will add to the homelessness and narrative for support services for those "POOR" homelessness individuals (once they surrender to the system of Riverside County forever rent on all properties to feed political elites scheme.

Please don't take any further reprisal actions against my private property or person for reporting this true and accurate summary of concerns and opinions expressed

Follow the money on this one!

Sincerely,

Brad Anderson | 37043 Ferber Dr. Rancho Mirage, CA. 92270

Flores, Kate

From: Acquia Mail
Sent: Monday, April 27, 2026 5:18 PM
To: ba4612442@gmail.com
Cc: Clerk of the Board
Subject: Request to Speak Web Submission



Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20260428**. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on April 27, 2026

Submitted values are:

First Name

B

Last Name

Anderson

Address (Street, City and Zip)

Rancho Mirage, 92270

Phone

(760) 324-9637

Email

ba4612442@gmail.com

Agenda Date

04/28/2026

Agenda Item # or Public Comment

3.3

State your position below

Oppose

Do you need a Spanish translator?

No

Comments

To expensive and not transparent

Online

Riverside County Board of Supervisors Request to Speak

Submit request to the Clerk of the Board (right of podium), individual speakers are limited to a maximum of three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Brad Anderson

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # 3.3

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

Do you need a Spanish translator? Yes _____ No _____

(Revised: 2/20/2026)

BOARD RULES

Requests to Address Board on "Agenda" items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards, or posters into the hearing room.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.