

Contract #: 2026-0608

Contract Type: standard

Contract Action: new

Procurement Type:

Department: Crime Victim and Sexual Violence A4610

Date Submitted: 04/10/2026

Contact Person: [Amanda Wingle]

Contact Phone: 518-447-4911

Vendor Info: Bonterra Tech LLC

Estimated Amount: \$20,644.25

Scope of Services: CVSVC-Bonterra Tech Apricot client database

Budget Line Item:

Fiscal Impact:

County: 100.00

State: 0.00

Federal: 0.00

BID, RFP, RFQ Completed? Yes -

Budget Analyst

Date

For Contract Board Use:

Date Approved

Daniel P. McCoy
Albany County Executive

Bruce A. Hidley
Albany County Clerk

Joanne Cunningham, Chairwoman
Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
CRIME VICTIM AND SEXUAL VIOLENCE CENTER
112 STATE STREET, ROOM 1010
ALBANY, NEW YORK 12207-2077
OFFICE: (518) 447-7100 | FAX (518) 447-7102
24-HOUR SEXUAL ASSAULT HOTLINE: (518) 447-7716
CVSVC@ALBANYCOUNTYNY.GOV
WWW.ALBANYCOUNTYNY.GOV/CVSVC

AMANDA WINGLE
DIRECTOR

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

KENDRA WALL
DEPUTY DIRECTOR

To: Albany County Contract Administration Board
From: Amanda Wingle, Director, CVSVC
Date: April 10, 2026
Re: Bonterra Tech Apricot client database contract

Dear CAB members:

I am requesting approval to renew our contract with Bonterra Tech for a subscription to their Apricot client database. CVSVC currently uses Apricot, and this request is for a three-year renewal covering the period from March 1, 2026 through February 28, 2029.

The total cost of the contract is \$20,644.25. The cost for the first year (March 1, 2026 – February 28, 2027) is \$6,548.50. We anticipate that approximately \$3,798 (58% of the year one cost) will be covered through grant funding, based on the approved pro-rated percentage for non-personnel services under our NYS Office of Victim Services (OVS) grant contract. We plan to continue seeking grant support for this expense in future years.

This expense will be charged to budget line A94610-44021 (Computer Supplies), which currently has an available balance of \$6,548.50 allocated for this purpose.

Please feel free to contact me if you have any questions or need additional information.

Thank you,

Amanda Wingle

Amanda Wingle
Director
Crime Victim & Sexual Violence Center

Addendum

Albany County Technology Procurement – Contractor Administrative Terms & Conditions

1. Secure System Development Lifecycle and Specifications

Unless otherwise agreed to by the Authorized User (AU), "Albany County," in writing, the contractor's current version of the solution must function as specified in the associated Request for Proposal, Contract, or other agreement in an environment comprised solely of components including, but not limited to operating system and database platform versions which are in an active support phase (e.g., no requirement to run on End of Life software, such as Windows 7, etc.).

Unless otherwise agreed to by the Authorized User in writing, the Contractor shall represent the below practices by providing the documentation of Contractor's adherence to the below policies available in a public website or secure portal that shall be provided to Authorized Users upon request.

- a) Secure System Development Lifecycle
 - i) Policies that govern software development practices commensurate with the risk of the intended use of each software component:
 - (1) Such policies shall define documented security roles for the software development team
 - (2) On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk
 - ii) At least annually, the contractor shall provide training in secure software development practices to its developer workforce.
 - (1) Such training shall be focused on the technologies in use within the software development environment
 - (2) Such training shall include a review of the contractor's chosen secure coding framework (see "Vulnerability Management" section) and related policies, procedures and standards
 - (3) Such training shall include a review of the security-related roles and responsibilities conferred on development personnel by organizational policy
 - iii) The contractor shall, to the extent legally permissible, conduct criminal background checks, credit checks and reference checks for all personnel engaged in the software development process, and establish a set of criteria for when management must be engaged regarding the results of such checks.
 - iv) The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity
 - v) At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation to a remote location without the express written permission of the AU
 - vi) The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's solution and 2) revoke those credentials within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's solution or notify the AU within 24 hours if the credentials used exist on an AU on-premise system. Credential management must be in accordance with NIST 800-63-3, Digital Identity, or its successor.

- vii) Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's solution.
- b) Vulnerability Management
 - i) The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.
 - ii) The contractor shall follow a secure coding framework appropriate to the nature of its software components. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices
 - iii) The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 7.0 or higher
 - iv) The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the solution provided to the AU
 - v) The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.
- c) Application Lifecycle Management
 - i) The contractor shall ensure that any open source licenses which apply to components used in the solution confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.
 - ii) All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.
 - iii) The contractor shall ensure that all implementation services and / or guides comprehensively address security hardening for the solution. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.
 - iv) The contractor shall implement processes to ensure that all changes to the solution:
 - (1) Are made at the direction of its product managers or equivalent role
 - (2) Are documented in a work management / issue tracking application
 - (3) Maintain evidence of security checks and approvals
 - (4) Include documented functional requirements and non-functional security requirements
 - (5) Include a plan for notifying customers, including the AU, of any substantive changes upon release
 - v) The contractor shall provide ample notice, and in no case less than six months, should the solution version used by the AU reach End of Life, such that it will no longer receive security updates to address vulnerabilities.
- d) Specifications

During the term of the Contract, the Authorized User may request Product specifications for particular items that have been included by the Contractor on its approved price list for the Contract. These specifications will be provided by the Contractor at no cost.

2. Instruction Manuals and Associated Documentation

Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and Documentation (hard copy, CD/DVD, or web link) as would normally accompany such Product. Contractor shall also ensure that the part numbers and net prices associated with the documentation are available to the Authorized User and included on its approved price list for this Contract should an Authorized User need to purchase additional sets of technical manuals. Where Documentation is provided in electronic format, an Authorized User shall be entitled to make copies to the extent necessary to fully enjoy the rights granted under this Contract provided that the Authorized User reproduces the copyright notice and any other legend of ownership on any copies made.

3. Security

a) Security Incidents

The Authorized User and the Contractor must, in writing, determine a Security Incident notification policy prior to the finalization of the Authorized User Agreement. If no such agreement is in place, then the default agreement shall be notification of all Security Incidents that may have a direct impact on the AU by phone immediately upon detection to the Authorized User representative.

All AU notifications will be followed with a notification to the Albany County Chief Information Officer.

If requested in the Authorized User agreement and agreed to by the Contractor, a written preliminary incident analysis report must be provided to AU within 72 hours of discovery. Contractor representative must be available by phone and email for discussions with the Albany County Chief Information Officer and AU representative throughout incident response activity and must provide status updates at mutually agreed upon cadences. A written final incident analysis report, including a detailed technical section including root cause of incident, timeline, scope, impact and corrective actions taken must be delivered to AU at the conclusion of incident response.

b) Data Breach – Required Contractor Actions

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

- i) notify the Albany County Chief Information Officer and any potentially affected Authorized User's representative, by telephone as soon as possible from the time the Contractor confirms Data Breach. An Authorized User may specify a maximum notification time in their RFQ or RFP.;
- ii) consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User;

- iii) coordinate all communication regarding the Data Breach with the Albany County Chief Information Officer and Authorized User (including possible communications with third parties);
- iv) cooperate with the Authorized User, Albany County Chief Information Officer, Albany County Division of Information Services and any Contractor working on behalf of the Authorized User or Albany County in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- v) promptly take commercially reasonable steps to mitigate the effects and minimize any damage resulting from the Security Event. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.

Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General or other investigative or law enforcement entity to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

c) Location of Data; CONUS or OCONUS

- i) The RFQ or RFP must specify if the AU will allow Data to be located outside of the Continental United States (OCONUS).
- ii) Unless otherwise authorized in the RFQ and agreed to in the Authorized User Agreement, when the Contractor is responsible for managing the Data, the Contractor shall meet the following requirements:
 - a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iii) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, when the Authorized User is responsible for managing the Data, the Contractor

shall provide the Authorized User with the capability and the means or tools to meet the following requirements:

- a. All Data shall remain in the Continental United States (CONUS).
 - b. Any Data stored, or acted upon, shall be solely located in Data Centers within CONUS.
 - c. Any services which directly or indirectly access Data shall be performed only from locations within CONUS.
 - d. All Data in transit shall remain in CONUS and shall be encrypted in accordance with generally accepted standards.
 - e. All helpdesk, online and support services which may access Data shall be performed only from locations within CONUS.
 - f. No Follow the Sun support shall be allowed to access Data directly or indirectly from locations outside CONUS.
- iv) Unless otherwise authorized in the RFQ or RFP and agreed to in the Authorized User Agreement, Contractor may not store, act upon, or access Data outside of the Continental United States (OCONUS) and may not perform support services that may access Data from OCONUS.

Authorized Users must receive prior written approval from the Albany County Chief Information Officer, before authorizing Data to be stored, acted upon, or accessed OCONUS, and before authorizing support services to be performed from OCONUS.

- v) Notwithstanding the foregoing, all services must be performed within CONUS and may not be authorized to be performed from OCONUS.

d) Security Reports

Contractor must log in accordance with NIST 800-92, or its successor. Upon request, the Contractor must provide the Authorized User with security logs and reports (such as SOC2 Type 2, CAIQ, and ISO27001) to allow the Authorized User to make an informed decision about the Contractor's security controls and their effectiveness.

Contractor shall cooperate with all reasonable Authorized User requests for a written description of Contractor's physical/virtual security and/or internal control processes. The Authorized User shall have the right to reject any Contractor's RFQ or RFP response or terminate an Authorized User Agreement when such a request has been denied.

e) Support Services

All helpdesk, online, and support services which access any Data must be performed from within CONUS, unless expressly authorized by the Authorized User in writing. Unless such authorization is granted, at no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS. If an Authorized User agrees to OCONUS services that access Data, then the Authorized User must be provided any information requested such as security

reports (e.g. SOC2 Type 2, CAIQ and ISO27001) to allow the Authorized User to make an informed decision about the security of the Data in that location.

f) Infrastructure Support Services

Infrastructure support services that do not directly or indirectly access Data may be provided in a Follow the Sun format, if expressly outlined within the Authorized User Agreement.

g) Requests for Data By Third Parties

Unless prohibited by law, Contractor shall notify the Authorized User in writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than the Authorized User, and the Contractor shall secure Written acknowledgement of such notification from the Authorized User before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without the Authorized User's prior written approval.

h) Security Policies

Contractor must maintain records documenting adherence to the following security policies and must provide such records to an Authorized User, or to the Albany County Chief Information Officer or Division of Information Services, upon request, through a public website or secure portal.

Policies that govern software development practices commensurate with the risk of the intended use of each software application

- Such policies shall define documented security roles for the software development team
- On no less than an annual basis, the contractor shall conduct a comprehensive review of software development policies and make changes where indicated to adequately address new or changed risk

The contractor shall deliver remote and /or on premises support only with approval of AU and with the option for AU to supervise / observe the support activity

At no time during remote and /or on premises support, or any other time, shall contractor transfer AU's data from AU's on premise installation of the software application to a remote location without the express written permission of the AU

The contractor shall 1) utilize uniquely assigned credentials for each of its workforce members to be used in supporting the AU's software application or 2) notify the AU within 24 hours of the departure of a contractor's workforce member who had knowledge of credentials used to support the AU's software application.

Upon request and with reasonable notice, the contractor shall provide the AU with a list of its workforce members with knowledge of credentials used to access the AU's software application

The contractor shall make commercially reasonable efforts to ensure that components including but not limited to third party libraries, components and APIs are maintained at their most recent, stable version within the released application made available to the AU.

The contractor shall follow a secure coding framework appropriate to the nature of its software application. For example, web application development teams may follow the Open Web Application Security Project's Secure Coding Practices

The contractor shall document and execute a remediation plan for any vulnerability identified through dynamic or static analysis, vulnerability scans or penetration tests, where the vulnerability has a CVSS severity of 4.0 or higher

The contractor shall establish processes for monitoring and acting upon vulnerability notices published regarding components of the software development environment as well as components used in the software application provided to the AU

The contractor shall maintain publicly available mechanisms for receiving reports of vulnerabilities identified by its customers, security researchers and similar entities.

The contractor shall ensure that any open source licenses which apply to components used in the software application confer no obligations upon the AU, or that in the event of such obligation, the AU is aware of and agrees to same.

All applications released by contractor to the AU shall be signed by a publicly trusted code signing certificate so that the AU may verify the authenticity and integrity of the release. This code signing certificate shall be rotated on at least an annual basis.

The contractor shall ensure that all implementation guides and training comprehensively address security hardening for the application. Such hardening shall include, but not be limited to, the disabling of unnecessary features based on the Scope of Work and the implementation of a "least privilege" access model for all users and service accounts.

The contractor shall implement processes to ensure that all changes to the software application:

- Are made at the direction of its product managers or equivalent role
- Are documented in a work management / issue tracking application
- Maintain evidence of security checks and approvals
- Include documented functional requirements and non-functional security requirements
- Include a plan for notifying customers, including the AU, of any substantive changes upon release

In no case shall the contractor knowingly release to the AU an application which contains a vulnerability with a CVSS severity of 7.0 or higher, without the direct written permission of the AU.

i) Secure Data Disposal

After 60 calendar days from expiration or termination of an Authorized User Agreement, or at a time mutually agreed upon by the Authorized User and the Contractor, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) 800-88, or its successor, as designated by the Authorized User, as applicable. If requested by the Authorized User, certificates of destruction, in a form acceptable to the Authorized User, shall be provided by the Contractor to the Authorized User.

j) Authentication Tokens

If included in an RFQ or RFP, the Authorized User Agreement may require authentication tokens for all systems in accordance with NIST 800-63B Authentication and Lifecycle Management, or its successor.



BONTERRA ORDER FORM

Crime Victim And Sexual Violence Center
 112 State Street, Room 1010
 Albany, New York, 12207

Bonterra Tech LLC
 10901 South Stonelake Blvd, Suite 199
 Austin, Texas 78759

This Order Form ("Order") is entered into and effective as of the last signature date ("Order Effective Date") by and between the Customer named above and Bonterra Tech LLC. The Parties hereby agree as follows:

TERMS & CONDITIONS

A. AGREEMENT

This Order is subject to the Bonterra Tech Online Master Subscription and Services Agreement ("Agreement") found at <https://www.bonterratech.com/legal>, unless there is a version of the Agreement attached hereto, in which case such version shall control and govern.

Capitalized terms not otherwise defined in this Order have the meaning ascribed to them in the Agreement.

B. SERVICE DESCRIPTIONS

The description(s) for the Services ordered in the Fee Tables below can be found at the following links:

<https://www.bonterratech.com/legal/product-terms-conditions>

If Services have been ordered, then the Services Statement of Work (SOW) is incorporated into this Order.

C. INVOICING

Fees listed under "SUBSCRIPTIONS & RECURRING SERVICES" are invoiced upon the execution of this Order, then on a(n) Annual basis thereafter.

Fees Listed under "PROFESSIONAL SERVICES FEES" are invoiced either monthly based on time and material spent on such services ("T&M"), or one-half (50%) of the fees upon the execution of this Order and the other half upon Go-Live or ten (10) business days after the completion of such services, whichever occurs first ("50-50").

Invoices shall be paid pursuant to the terms of the Agreement. All prices are quoted in USD.

D. SPECIAL TERMS AND CONDITIONS:

None

Fee Schedule

Customer will pay the following amounts for the Services in accordance with the terms of the Agreement:

Year 1						
Subscriptions & Recurring Services:						
Product	Product Description	Start Date	End Date	Quantity	Unit Price	Net Total
Impact Management Pro		3/1/2026	2/28/2027	25.00	\$261.94	\$6,548.50

Year 1 Cost \$6,548.50

Year 2						
Subscriptions & Recurring Services:						
Product	Product Description	Start Date	End Date	Quantity	Unit Price	Net Total
Impact Management Pro		3/1/2027	2/29/2028	25.00	\$275.04	\$6,876.00

Year 2 Cost \$6,876.00

Year 3						
Subscriptions & Recurring Services:						
Product	Product Description	Start Date	End Date	Quantity	Unit Price	Net Total
Impact Management Pro		3/1/2028	2/28/2029	25.00	\$288.79	\$7,219.75

Bonterra Order Q-341416

Year 3 Cost \$7,219.75

Professional Service Fees:						
Product	Product Description	Start Date	Billing Frequency	Quantity	Unit Price	Net Total

Services Cost \$0.00

Total Contract Value* \$20,644.25

*The fees stated herein do not include applicable taxes; any applicable taxes will be applied at the time of invoicing.

This Order and terms herein are agreed to and accepted upon signature of Customer, or upon Customer's remittance to Bonterra of a purchase order with the Quote/Order Number written above.

Crime Victim And Sexual Violence Center

Name
Title
Date

Bonterra Tech LLC

Name
Title
Date



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH
COUNTY ATTORNEY
EUGENIA KOUTELIS CONDON
DEPUTY COUNTY ATTORNEY

MEMORANDUM

DATE: January 3, 2018

TO: Karen Ziegler

FROM: Eugenia Koutelis Condon *EKC/sw*
Deputy County Attorney

RE: Agreement Between the County of Albany
And Social Solutions Group
Contract No. 3654 of 2017

Attached herewith are two originals of the above-referenced agreement signed by the County Executive's Office.

*****Please forward a fully executed copy of the agreement to this office (attention: Sandy Wilsey).**

If you have any questions, please advise me. Thank you for your attention to this matter.

Thank you.

EKC/sw
Enclosure

MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Master Agreement**") is entered into between Social Solutions Global, Inc ("**SSG**") and the Client identified in the signature block below, effective as of March 1, 2018 ("**Effective Date**").

1 DEFINITIONS

"**Agreement**" means this Master Agreement, Order Forms, statements of work, and other attachments and exhibits attached thereto.

"**Authorized Users**", "**Authorized Purpose**" are defined in the applicable Order Form. "**Confidential Information**" is defined in section 9.

"**Content**" means information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Client is provided access by SSG through the Products.

"**Customer Data**" means any data, information, or material Client or any authorized user provides or submits through the SaaS Service.

"**Customizations**" means modifications to the Products or custom work or content developed by or on behalf of SSG pursuant to a Professional Services engagement hereunder

"**Documentation**" means the user instructions, release notes, manuals and on-line help files as updated by SSG from time to time, in the form generally made available by SSG, regarding the use of the SaaS Services.

"**Error**" means a material failure of the SaaS Service to conform to its functional specifications described in the Documentation, which is reported by Client and replicable by SSG.

"**Independent Customer Activity**" means: (i) use of equipment by Client not provided or previously approved by SSG; or (ii) negligent acts or omissions or willful misconduct by Client or its Authorized Users.

"**Internet Unavailability**" means Client's inability to access, or SSG inability to provide, the SaaS Service through the Internet due to causes outside of SSG direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Client's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"**License Metrics**" means the limitation on the usage of SaaS Services as designated and/or defined in the applicable Order Form or the financial metric used to calculate applicable fees, and designated by a term such as the number of "users", "agencies", "revenues" and the like.

"**Order Form**" is defined in section 2.2.

"**Products**" means collectively software programs (including updates and Documentation), Content, Customizations and all toolkits and any other programs provided by SSG hereunder, training materials, tutorials and related documentation provided by SSG in connection with the performance of Services.

"**Professional Services**" means data conversion, data mapping, implementation, site planning, configuration, integration and deployment of the SaaS Services, custom development, customizations, training, project management and other consulting services.

"**SaaS Services**" means the software as a service and other services identified in the Order Form and associated Support.

"**Services**" means collectively SaaS Services and Professional Services.

"**Service Level Agreement**" means service level agreement(s) that we offer with respect to the SaaS Services as they may be updated by SSG from time to time. The service level agreement for ETO is located at:

<https://www.dropbox.com/s/dbpyz7r4nq9rxzw/SSG%20SLA.pdf?dl=0>

The service level agreement for Apricot is located at:

<https://www.dropbox.com/s/7q07nggwkozm615/SSG%20Apricot%20SLA.pdf?dl=0>

"**Support**" is defined in section 3.7.

"**Term**" is defined in section 11.2.

2 PURPOSE AND SCOPE

2.1 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of Services by SSG to Client. Additional terms for the purchase of a specific Service are set forth in the Order Form. The parties acknowledge receipt of and agree to be bound by the terms and conditions of the Agreement. All pre-printed or standard terms of any Client purchase order or other business processing document shall have no effect.

2.2 Incorporation of Order Forms. "**Order Form**" means the document(s), regardless of actual name, executed by the parties which incorporates by reference

the terms of this Master Agreement, and describes order-specific information, such as description of Services ordered, License Metrics, fees, and milestones. At any time after execution of the initial Order Form, Client may purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon SSG's receipt and acceptance of a new Order Form specifying the foregoing.

2.3 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of an Order Form, the terms and conditions of the Master Agreement shall control, except where the Order Form expressly states the intent to supersede a specific portion of the Master Agreement.

3 SERVICES

3.1 Generally. Subject to Client's and its Authorized Users' compliance with the Agreement and timely payment of the applicable fees, SSG shall make the SaaS Service available to Client and its Authorized Users in accordance with the applicable Service Level Agreement, the terms of this Master Agreement and the applicable Order Form during the Term.

3.2 Environment. SSG will provide Client online access to and use of the SaaS Service(s) via the Internet by use of a SSG-approved Client-provided browser. The SaaS Service will be hosted on a server that is maintained by SSG or its designated third party supplier or data center. Client is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Services, including but not limited to Internet access, adequate bandwidth and encryption technology.

3.3 Changes. Access is limited to the version of the Products in SSG's production environment. SSG regularly updates the SaaS Services and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SSG will notify Client of any material change to or discontinuance of the SaaS Services.

3.4 Security; Back-Ups. Without limiting Client's obligations under Section 4.4, SSG will implement reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access or disclosure. SSG will perform back-ups in accordance with the Service Level Agreement.

3.5 Storage Space. SSG shall provide storage space for Client's use of the SaaS Service up to the amount set forth on the applicable Order Form. Additional storage space, if required, is subject to additional charges at SSG's then prevailing rates.

3.6 Service Availability. SSG shall use commercially reasonable efforts to make the Service generally available in accordance with the Service Level Agreement applicable each Service ("Service Availability"). Service Availability does not include interruption of Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Customer Activity or (iv) force majeure events or other events that are not under SSG's control.

3.7 Support Services. We shall provide the level of Support specified in the Order Form for the Service. Support services provided by SSG as part of SaaS Services include (i) technical support and workarounds so that the SaaS Services operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under SSG Support policies (as may be amended by SSG from time to time) in effect at the time the Support services are provided ("**Support**"). For the avoidance of doubt, Support excludes Professional Services. Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which SSG generally charges a separate fee. Support is provided solely to the number of named Administrators set forth on the Order Form.

SSG is under no obligation to provide Support with respect to: (i) Services that have been altered or modified by anyone other than SSG or its licensors; (ii) Services used other than in accordance with the Documentation; (iii) discrepancies that do not significantly impair or affect the operation of the Service; (iv) errors or malfunction

caused by Client or its Authorized Users' failure to comply with the minimum system requirement documentation as provided by SSG or by use of non-conforming data, or by Independent Customer Activity; or (vi) errors and malfunction caused by any systems or programs not supplied by SSG.

3.8 Support Exclusions. For the avoidance of doubt, updates to the SaaS Services are subsequent releases to the standard SSG products, excluding Customizations. SSG reserves the right to charge Client for any reintegration work required to make Customizations compatible with future versions/releases. THE DELIVERABLES AND CUSTOMIZATIONS ARE NOT SUBJECT TO THE SUPPORT PLAN FOR THE SAAS SERVICES. Support for the Customizations, if available, may be obtained from SSG subject to payment of applicable fees.

3.9 Professional Services. SSG will perform the mutually agreed upon Professional Services for Client described in one or more work orders, work authorizations or statements of work or Order Forms (collectively "SOW") as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties, shall become a part of the Agreement. Either party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to SSG, due to the change. Once executed by both parties, a change order shall become a part of the SOW.

3.10 Cooperation. Client shall provide SSG with good faith cooperation and access to such information, facilities, personnel and equipment as may be reasonably required by SSG in order to provide the Services, including, but not limited to, providing security access, information, and software interfaces to Client's applications, and Client personnel, as may be reasonably requested by SSG from time to time. Client acknowledges and agrees that SSG's performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. SSG shall be entitled to rely on all decisions and approvals of Client. Client will follow the instructions and reasonable policies established by SSG from time to time and communicated to Client.

4 USING THE SAAS SERVICES

4.1 Authorized Users. Client shall limit access to the SaaS Services to Authorized Users and use the SaaS Services solely for the Authorized Purpose, as defined in the Order Form. Authorized Users are required to accept the terms and conditions of SSG's on-line, "click through" end-user license agreement, as may be amended or restated from time to time by SSG.

4.2 License Metrics. Use of the SaaS Service is subject to License Metrics, as set forth in the Order Form. Additional License Metrics must be purchased in the event actual use exceed the licensed quantity, at SSG's then prevailing prices. Additional License Metrics, if any, are prorated for the remainder of the then-current Term of the applicable Order Form. Client may not decrease the number of License Metrics during the Initial Term or any Renewal Term.

4.3 Acceptable Use Policy. Client acknowledges and agrees that SSG does not monitor or police the content of communications or data of Client or its users transmitted through the Services, and that SSG shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations and SSG's policies. Client agrees not to post or upload any content or data which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (b) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (c) otherwise violates any applicable law. SSG may remove any violating content posted or transmitted through the SaaS Services, without notice to Client. SSG may suspend or terminate any user's access to the SaaS Services upon notice in the event that SSG reasonably determines that such user has violated the terms and conditions of this Agreement.

4.4 Security. Client will not: (a) breach or attempt to breach the security of the SaaS Services or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS Services, or any third party that is hosting or interfacing with any part of the SaaS Services; or (b) use or distribute through the SaaS Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS Services or the operations or assets of any other customer of SSG or any third party. Client will comply with the user authentication requirements for use of the SaaS Services. Client is solely

responsible for monitoring its authorized users' access to and use of the SaaS Services. SSG has no obligation to verify the identity of any person who gains access to the SaaS Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and SSG shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to SSG, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

4.5 Customer Data. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

4.6 Third-Party Providers. Certain third-party providers, some of which may be listed on SSG website, offer products and services related to the Service, including implementation, customization, and other consulting services and applications (both offline and online) that work in conjunction with the SaaS Services, such as by exchanging data with the Service or by offering additional functionality. SSG is not responsible for any exchange of data or other interaction or transaction between Client and a third-party provider, including purchase of any product or service, all of which is solely between Client and the third-party provider.

4.7 Links. The SaaS Service may contain links to other websites or resources. Client acknowledges and agree that SSG is not responsible or liable for (a) the availability or accuracy of such sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Service does not imply that SSG endorses the linked website. Client uses the links at its own risk.

4.8 End-User Violations. Client shall ensure that all Authorized Users use the Services in accordance with the Agreement and be responsible for any breach of the Agreement by such Users and all activities that occur under Client's and its users' accounts. If Client becomes aware of any violation by a user, it will immediately terminate such User access to the Customer Data and/or the Services.

4.9 Training. It is Client's responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the SaaS Services, as applicable. Failure to do so could result in additional fees if service requests are deemed excessive as a result of insufficient training, at SSG's discretion. Support Services may not be used as a substitute for training.

5 FEES, TAXES & PAYMENTS

5.1 General. Fees and payment terms are specified in the applicable Order Form. All fees are in United States Dollars and exclude taxes. Client shall be responsible for payment of all taxes (excluding those on SSG's net income) relating to the provision of the Services. Except as otherwise expressly specified in the Order Form, all recurring fees payment obligations start from the execution of the Order Form. SSG may increase recurring fees at any time upon 60 days prior written notice. Unless otherwise specified in the Order Form, payment of all fees is due 30 days after the invoice date. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Failure to make timely payments shall be a material breach of the Agreement and SSG will be entitled to suspend any or all of its performance obligations hereunder in accordance with the provisions of section 11.4 and/or to modify the payment terms, and to request full payment before any additional performance is rendered by SSG. Client shall reimburse SSG for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due SSG hereunder that are not under good faith dispute by Client. Amounts paid or payable for SaaS Services are not contingent upon the performance of any Professional Services. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by SSG regarding future functionality or features

5.2 Professional Services. On a "Time and Materials" engagement, if an estimated total amount is stated in the Order Form or SOW, that amount is solely a good-faith estimate for Client's budgeting and SSG's resource scheduling purposes and not a guarantee that the work will be completed for that amount. Professional Services purchased must be used within, and prices quoted are valid for a period of one year following the effective date of the Order Form. Hours that are not used or have expired are non-refundable.

5.3 Travel and Lodging Expenses. SSG's reasonable travel and lodging expenses incurred by SSG in the performance of Services on Client's site will be billed separately at actual cost.

PROPRIETARY RIGHTS

6.1 Ownership and Limited License. The Products and all equipment, infrastructure, websites and other materials provided by SSG in the performance of Services will at all times remain the exclusive, sole and absolute property of SSG or its licensors. Client does not acquire any right, title, or interest in or to such Products and equipment and materials. Client's right to use the Products and Services is personal, and non-transferable, non-exclusive and limited to the Term and the Authorized Purpose. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Products and Services and the related logos, product names, etc. and all rights not expressly granted are reserved by SSG and its licensors. Client may not obscure, alter or remove any copyright, patent, trademark, service mark or proprietary rights notices on any Products or other materials.

6.2 Restrictions. Client shall use the Services only for the Authorized Purpose. Client shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Products or Services; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Products or Services, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Services to any user other than Authorized Users; (iv) write or develop any derivative works based upon the Products or Services; (v) modify, adapt, tamper with or otherwise make any changes to the Products or Services or any part thereof; (vi) obliterate, alter, or remove any proprietary or intellectual property notices from the Products or Services; (vii) create Internet "links" to or from the Service, or "frame" or "mirror" any Content, (viii) use the Services to provide processing services to third parties, or otherwise use the same on a "service bureau" basis; (ix) disclose or publish, without SSG's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Products or Services; or (x) otherwise use or copy the same except as expressly permitted herein.

6.3 Customer Data. Client owns all Customer Data. However, Client agrees that SSG may access user accounts, including Customer Data, to respond to service or technical problems or at Client's request and SSG may compile, use and disclose without restrictions user statistics and Customer Data in aggregate and anonymous form only. Client, not SSG, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data.

7 WARRANTIES AND DISCLAIMERS.

7.1 Client represents and warrant that it has the right to use the Customer Data.

7.2 SSG warrants that the SaaS Service, as updated by SSG and used in accordance with the Documentation, shall perform substantially in accordance with the Documentation under normal use and circumstances and that the other Services shall be performed in a manner consistent with general industry standards reasonably applicable to the provision thereof. SSG is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the SaaS Services or the Products by anyone other than SSG; (ii) the combination, operation or use of the hosted SSG Software with any items not certified by SSG; (iii) SSG's adherence to Client's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability, Customizations or Independent Customer Activity; or (v) Client deviating from the Service operating procedures described in the Documentation. Correction for defects or issues traceable to the above warranty exclusions shall be billed at SSG's standard time and material charges.

7.3 Disclaimers. SSG, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. SSG MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES, PRODUCTS AND ANY RELATED INSTALLATION, CONFIGURATION, MAINTENANCE OR OTHER SUPPORT SERVICES, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING SSG MAKES NO PROMISE: (A) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; (B) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR

SERVICES, WHETHER OR NOT SSG MAY HAVE DESIGNATED IT OR ITS PRODUCTS OR SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (C) THAT THE USE OF THE PRODUCTS AND SERVICES SHALL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (D) THAT THE PRODUCTS AND SERVICES SHALL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (E) THAT ANY CUSTOMER DATA SHALL BE ACCURATELY OR RELIABLY STORED, (F) THAT ALL ERRORS OR DEFECTS SHALL BE CORRECTED, OR (G) THAT THE SERVICE SHALL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH SSG SHALL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

8 INDEMNITY

8.1 SSG Indemnity. SSG shall defend, indemnify and hold Client, and its affiliates, officers, directors, employees, and agents harmless against any damages payable to any third party in any such suit or cause of action, alleging that a SaaS Service as used in accordance with this Agreement infringes the U.S. patent or copyright of any third party. If a SaaS Service is held or believed to infringe on a U.S. patent or copyright of a third party, SSG may, in its sole discretion, (a) modify it to be non-infringing, (b) obtain for Client a license to continue using the affected Service, or (c) if neither (a) nor (b) are practical in SSG's sole judgment, terminate the affected Service and return to Client the unused portion of any fees paid for the affected Service. The foregoing obligations of SSG do not apply (i) to the extent that the allegedly infringing SaaS Service or portions or components thereof or modifications thereto result from any change made by Client or any third party for the Client, (ii) if the infringement claim could have been avoided by using an unaltered current version of a Product which was provided by SSG, (iii) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by SSG, or any material from a third party portal or other external source that is accessible to Client within or from the SaaS Service (e.g., a third party Web page accessed via a hyperlink), (iv) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by SSG, or (v) to the extent that an infringement claim is caused by the provision by Client to SSG of materials, designs, know-how, software or other intellectual property with instructions to SSG to use the same in connection with the SaaS Service.

8.2 Client Indemnity. Client shall defend, indemnify and hold SSG, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses arising out of or in connection with a third party claim concerning (a) the Customer Data or the combination of the Customer Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Customer Data or by the use, development, design, production, advertising or marketing of the Customer Data; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Client's acts and omissions in using of the Service, including without limitation Independent Customer Activity; (c) Client's or its Authorized Users of the Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Client and any of its Authorized Users.

8.3 Mutual Obligations. The indemnification obligations set forth in sections 8.1 and 8.2 are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; (iii) the indemnifying party controls any negotiations or defense of such suits and causes of action, and (iv) the indemnified party assists as reasonably required by the indemnifying party.

9 NONDISCLOSURE. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. SSG may disclose Client's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Services. SSG may use Client's Confidential Information solely for purposes of SSG's performance of its obligations hereunder, except that SSG may use Client's Confidential Information for purposes other than the provision of Services only in an

aggregated, anonymized form, such that Client is not identified. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, SSG may retain information for regulatory purposes or in back-up files, provided that SSG's confidentiality obligations hereunder continue to apply. For purposes of this section, "**Confidential Information**" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Confidential Information of SSG and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, auditors reports of any nature, proposals, as well as results of testing and benchmarking of the Services, product roadmap, data and other information of SSG and its licensors relating to or embodied in the Services. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other. The obligations of SSG set forth in this section 9 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future SSG product or service, and, accordingly, neither SSG nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

10 **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary contained in this Agreement, SSG's total liability for any and all damages shall not exceed: (i) with respect to the SaaS Services, the fee (excluding implementation or other Professional Services fees) paid by Client for the initial twelve (12) month period of this Agreement, or (ii) with respect to the Professional Services, the total fees received by SSG from Client for the Professional Services pursuant to a particular SOW. The foregoing limitation shall not apply to SSG's indemnity obligation set forth in section 8.1 of the Agreement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SSG AND ITS LICENSORS AND SUPPLIERS WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 **TERM AND TERMINATION**

11.1 Master Agreement Term. The term of this Master Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Order Forms, unless otherwise terminated earlier as provided hereunder.

11.2 SaaS Services Term. The initial term of each of the SaaS Services is specified in the Order Form ("**Initial Term**") and shall automatically renew for the same length as the Initial Term unless either party gives written notice 45 days prior to the end of the Initial Term or any renewal Term of its intention to terminate the Services described in the applicable Order Form. The Initial Term and renewal terms are referred to as the "**Term**".

11.3 Termination. Either party may terminate the Agreement immediately upon written notice at any time if: (i) the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of section 5 which shall have a ten (10) day cure period; or (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts

as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). If SSG terminates this Agreement for Client's non-payment, Client agrees to pay to SSG the remaining value of the then-current initial or renewal term (that Client acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under the terms of this Agreement.

11.4 Suspension. SSG will be entitled to suspend any or all Services upon 10 days written notice to Client in the event Client is in breach of this Agreement. Further, SSG may suspend Client's access and use of the SaaS Services if, and so long as, in SSG's sole judgment, there is a security risk created by Client that may interfere with the proper continued provision of the SaaS Services or the operation of SSG's network or systems. SSG may impose an additional charge to reinstate service following such suspension.

11.5 SSG has no obligation to retain Customer data after three months of the expiration or termination of SaaS Services.

11.6 Survival. Sections 1, 2, 5, 6, 7.3, 8, 9, 10, 11, and 12 shall survive termination of this Agreement.

12 **MISCELLANEOUS**

12.1 Compliance. During the term of the Agreement and for a period of one year following its termination, SSG shall have the right to verify Client's full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, Client shall reimburse SSG for the reasonable costs and expenses of such verification process incurred by SSG (including but not limited to reasonable attorneys' fees), and Client shall promptly cure any such noncompliance; provided, however, that the obligations under this section do not constitute a waiver of SSG's termination rights and do not affect SSG's right to payment for Services and interest fees related to usage in excess of the License Metrics.

12.2 Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

12.3 Non-Hire. During the term of this Master Agreement and for the twelve (12) months thereafter, neither Client nor SSG shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

12.4 Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.5 Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

12.6 Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and SSG shall be construed and enforced accordingly.

12.7 Assignment. SSG may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. Client may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of SSG.

12.8 Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

12.9 Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions. Any dispute shall be litigated in the state or federal courts located in the State of New York to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in New York under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

12.10 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by SSG and Client.

12.11 Use of Agents. SSG may designate any agent or subcontractor to

perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve SSG from responsibility for performance of its duties under the terms of this Agreement.

12.12 Publicity. Client agrees that SSG may identify Client as a recipient of Services and use its logo in sales presentations, marketing materials and press releases.

12.13 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person set forth in the Order Form. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is effected. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this section.

The parties' authorized signatories have duly executed this Agreement as of the Effective Date:

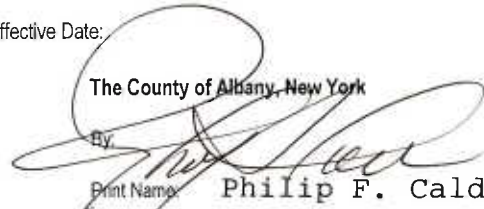
Social Solutions Global, Inc.

By:

Print Name:

Title:

Date:

The County of Albany, New York
By: 
Print Name: Philip F. Calderone
Title: Deputy County Executive
Date: 12/17/17

Bill To:

The County of Albany, New York
 Crime Victim and Sexual Violence Center
 112 State Street, Room 118
 Albany, New York 12207
 United States

ORDER FORM

The contents of this Order Form shall not be duplicated, used, or disclosed in whole or in part for any purpose other than for evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). **Information provided within this Order Form is valid until the Expiration Date set forth above.** The Parties hereby accept and agree as follows:

Subscription Products				
SKU	Product Name	Quantity	License Metric	Billing Frequency
ApricotVicSupport	Apricot for Victims' Support	15.00	Per User	Annually
AprBscSupport	Basic Support Package Basic support package for Apricot	1.00	Fee	Annually
			Initial Invoice Amount USD	1,607.13
			Annual Amount USD	\$1,607.13

Use Rights and Definitions: The "Authorized Use" for ETO Impact/Apricot and add-on Products includes solely using the Subscription Service for Client's internal business purposes. Client may not under any circumstances allow use the Service to track and report on data specific to any agency, organization or entity other than Client's organization. "Authorized Users" consist solely of Client's employees and designated contractors who use the Service directly and solely in the furtherance of Client's internal business purposes. Subscription fees are based on the number of Authorized Users communicated to Social Solutions as of the date of this Quote. Client shall report to SSG no less than annually the number of Authorized Users. An increase in the number of Authorized Users may entail an increase in the Subscription Fees.

Terms and Conditions

Start Date: The first day of the month following execution of the Order Form by the Client is the "Start Date."

Term (Months): The "Term" is the 36 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

Storage space: Storage space for database records and all file and photo storage is included, the amount of storage space included is indicated in the product description. Additional storage space may be purchased in 1 GB increments at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space, Client will be billed for the additional usage (rounded up to the nearest GB) at its next invoice.

Annual Fees: Annual fees are for the additional Named Users added in this Order Form and shall be prorated to coincide with the current term of the Licensed Products subscription. All recurring fees are subject to increases.

Annual Rate Increases: Any subscription or license products purchased on an annual basis are subject to annual rate increases.

Named Users: Named Users means an individual identifiable by a name and excludes concurrent users, and Guest Users are users with limited access activated through the Guest User Module, if applicable. Users may not share their user name with others. System reviews of the number of Users and Guest Users being used by Client will be performed periodically. If Client is using more than the purchased number, Client will be billed for the additional Users or Guest Users at its next invoice. If at any time, additional Named Users are added, such additional Named Users shall be prorated to coincide with the current term of the Licensed Products subscription.

Support Level: Unless otherwise stated in the Order Form, the customer shall receive the basic support package as outlined in the Agreement.

Currency; Taxes: All fees stated in this Quote are payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due

Payment methods For U.S. Customers: Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits. If Client elects for ACH payments, payments will be made monthly through ACH debits, provided that for Professional Services, payment shall be made in equal installments over a period not to exceed 12 months.

Payment methods for non-US customers: Fees may be paid by check, Electronic Fund Transfer, or for Canada customers only, credit card. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form.

Professional Services: Pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. local time (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client shall pay fifty percent (50%) of the total estimated fees for Professional Services stated on the Order Form or SOW.

Travel Costs: Travel related costs that requires SSG’s staff to travel outside of a 25-mile radius of SSG’s place of business shall be borne by Client. Travel time is billed at half the hourly rate. SSG will use reasonable efforts to obtain the most affordable travel-related methods and accommodations available, however, SSG reserves the right to utilize the most expedient travel option available in order to accommodate Client’s request for Professional Services. In addition to amounts incurred for transportation and accommodations, Client will reimburse SSG for any meals and incidental expenses incurred in the course of the on-site visit (not to exceed \$50 per day). Unless otherwise agreed to by SSG in writing, on-site Services are billed in increments of not less than four hours.

This Quote incorporates by reference the terms and conditions of the Master Services Agreement between Client and Social Solutions Global (“**Agreement**”). Capitalized terms not otherwise defined in this Quote have the meaning ascribed to them in the Agreement.

Client: The County of Albany, New York

Social Solutions Global, Inc. (“SSG”)

Authorized Signature:

Authorized Signature:

Print Name:



Print Name:

Title:

Philip F Calderone
Deputy County Executive

Date:

1/3/18

Date:



Social Solutions

Accounting Information Form

Please provide the following Accounting Information in the table below:

Customer Name	County of Albany-Crime Victim ^s Sexual Violence Center
Tax Identification Number	
State Tax Exempt Number (if applicable)	14-6002563
Billing Contact Name	Karen Ziegler
Billing Contact Phone	518 447-7103
Billing Contact Email	Karen.Ziegler@albanycounty.ny.gov
Billing Contact Fax	518 447-5588

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Social Solutions Global, Inc.		
	2 Business name/disregarded entity name, if different from above Social Solutions Global, Inc.		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> LLC Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 10801-2 N. Mopac Expy Suit 400		Requester's name and address (optional)
	6 City, state, and ZIP code Austin, TX, 78759		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																															
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																															
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table> <p style="text-align: center;">or</p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px; height: 20px;">5</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">-</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">2</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;">7</td><td style="width: 20px; height: 20px;">1</td><td style="width: 20px; height: 20px;">4</td><td style="width: 20px; height: 20px;">9</td></tr> </table>	Social security number																		-			-						Employer identification number									5	2	-	2	2	7	7	1	4	9
Social security number																																															
-			-																																												
Employer identification number																																															
5	2	-	2	2	7	7	1	4	9																																						

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	CEO	Date ▶ 09/26/2017
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RIDER TO MASTER SERVICES AGREEMENT

This Rider is attached to the Master Services Agreement dated effective March 01, 2018 (the "Master Services Agreement"), between The County of Albany, New York ("Client") and Social Solutions Global, Inc. ("SSG"), respectively, to modify the terms and conditions and to add additional terms and conditions to the Master Services Agreement. Client and SSG each may be referred to individually as a "Party" and collectively as the "Parties."

The Parties agree to modify the terms and conditions of the Master Services Agreement as follows:

1. Updated Terms and Conditions. The terms and conditions set forth in the March 01, 2018 Master Services Agreement supersede and replace the terms and conditions set forth in the agreement between SSG and the Crime Victim and Sexual Violence Center dated November 21, 2015. The updated Master Services Agreement reflects, among other things, a modification to the pricing structure, whereby Client shall be charged on a per-user basis as set forth in the Order Form under "License Metric."

IN WITNESS WHEREOF, the Parties hereto have executed this Rider and the attached Master Services Agreement with the intent to be legally bound thereby effective March 01, 2018.

SOCIAL SOLUTIONS GLOBAL, INC.

By:

Name:

Title:

Date:

THE COUNTY OF ALBANY, NEW YORK

By:

Name: Phillip F. Calderone

Title: Deputy County Executive

Date: 12/27/17

Bill To:

Crime Victim And Sexual Violence Center
112 State Street, Room 1010
Albany, New York 12207
United States

ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for internal evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

Subscription Products and Services

SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
Apricot-CB	Apricot Core Bundle The Apricot Core license includes 5GB of database storage and two administrator seats. Each administrator seat is provided with basic training. For applicable terms and conditions, please see https://www.socialsolutions.com/legal/	20.00	Per User	Annually
AprBscSupport	Basic Support Package Basic support package for Apricot	1.00	Fee	Annually
AVSConfiguration	Apricot for Victims' Support Software	20.00	Per User	Annually
Annual Amount USD				3,014.00
Initial Invoice Amount USD				3,014.00

Terms and Conditions

Start Date: March 01, 2021

Initial Invoice Period (months): The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

Term (Months): The "Term" is 60 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

Storage space: Storage space for database records and all file and photo storage is included for the SaaS Services with a minimum limit of 5GB or the amount of storage space as noted in the Subscription Product description above. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space included herein, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

Annual Rate Increases: Any Subscription Products and Services purchased on an annual basis are subject to annual rate increases.

Users: "Users" means an individual identifiable by a name and excludes concurrent users. "Administrator" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services. "Guest Users" are users with limited access activated through the Guest User Module, if included herein. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license.

License Metric: Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the Term of the Services.

Support Level: Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement.

Payment for U.S. Clients: All Subscription Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Except as explicitly documented in the signed Order Form, SSG is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer's timely payment obligations.

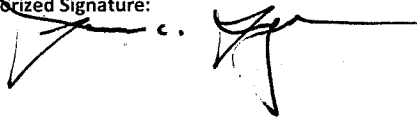
Professional Services and Training: If included in this Order Form, pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. local time (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

Professional Service Travel Costs: Travel related costs that requires SSG's staff to travel will be pre-approved by Client.

This Order Form is subject to and governed by the terms and conditions of SSG's Master Services Agreement, which can be located at <http://www.socialsolutions.com/legal/> (the "Agreement") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

Client: Crime Victim And Sexual Violence Center

Authorized Signature:



Print Name:

Title:

Date: 10/14/2020

Social Solutions Global, Inc. ("SSG")

Authorized Signature:

DocuSigned by:
Kenneth Saunders

73AFA5B2F2EF403...

Print Name:

Kenneth Saunders

Title:

CFO

Date: 10/23/2020

Accounting Information Form

Please provide the following Accounting Information in the table below:

Customer Name	County of Albany
Tax Identification Number	14-602563
Are you Tax Exempt?	Yes
If yes, please attach a copy of your Tax Exemption Certificate	
State Tax Exempt Number (if applicable)	
Billing Contact Name	Karen Ziegler
Billing Contact Phone	518-447-7100
Billing Contact Email	Karen.Ziegler@albanycountyny.gov
Billing Contact Fax	518-447-7102
Are there any Special Invoicing needs?	an original invoice, with "act" signature
Special Invoicing Needs (if applicable)	

Toll Free 877-441-2111
 Suite 400
 Local 443.460.3375
 78759
 Fax 443.460.3473

10801-2 N. MoPac Expy |
 Austin, TX
 www.socialsolutions.com



DANIEL P. MCCOY
COUNTY EXECUTIVE

DAVID J. FRIEDFEL
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
FINANCE DIVISION
112 STATE STREET, ROOM 800
ALBANY, NEW YORK 12207-2021
(518) 447-7070 - FAX (518) 447-5516
www.albanycounty.com

JEFFREY NEAL
DIRECTOR OF FINANCE

Employer Identification Number (EIN): 14-6002563 Albany County, NY, USA

To Whom It May Concern,

Albany County is a political subdivision of the State of New York and as such is exempt from state and federal tax (see New York State Tax Law, §1116 regarding sales and use taxes on purchases; Internal Revenue Code §115). Form W-9 is provided to certify the County's tax identification number (14-6002563) which is the same for state and federal tax purposes.

Signed Purchase Orders, signed County Claim Forms, or a letter providing this information on County letterhead is considered sufficient documentation (see NYS Taxation and Finance Publication 750, pgs 23-24). State Taxation and Finance can be reached at 800-972-1233, or on the web at <http://www.tax.state.ny.us> if further confirmation is needed.

The IRS has provided the County with a letter affirming the County's exempt status. The IRS can be contacted via the Customer Service Specialists at 877-829-5500 or on the web at <http://www.irs.gov/govt/fslg/article/0,,id=112708,00.html> , if further confirmation is needed.

Please contact the County's Division of Finance if further documentation is needed from County offices (518-447-7071).

Sincerely,

Jeff Neal

Jeffrey J. P. Neal
Division of Finance

Revised September 2012

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Albany County		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ County Government, NYS		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) Room 1340 112 State Street		Requester's name and address (optional)
	6 City, state, and ZIP code Albany, NY 12207		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	4	-	6	0	0	2	5	6	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ September 11, 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Social Solutions Global, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10801-2 N. Mopac Expy Suite 400

6 City, state, and ZIP code
Austin, TX, 78759

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
5	2	-	2	2	7	7	1	4	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	DocuSigned by: <i>Kenneth Saunders</i>	Date ►	6/4/2018
	73AFA5B2F2EF403...			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Bill To:

Crime Victim And Sexual Violence Center
112 State Street, Room 1010
Albany, New York 12207
United States

ORDER FORM

The contents of this Order Form may not be duplicated, used, or disclosed in whole or in part for any purpose other than for internal evaluation without express written permission of Social Solutions Global, Inc. ("SSG"). The Parties hereby agree as follows:

Subscription Products and Services

SKU	Product Name and Description	Quantity	License Metric	Billing Frequency
Apricot-CB	Apricot Core Bundle The Apricot Core license includes 5GB of database storage and two administrator seats. Each administrator seat is provided with basic training. For applicable terms and conditions, please see https://www.socialsolutions.com/legal/	20.00	Per User	Annually
AprBscSupport	Basic Support Package Basic support package for Apricot	1.00	Fee	Annually
AVSConfiguration	Apricot for Victims' Support Software	20.00	Per User	Annually
Annual Amount USD				3,014.00
Initial Invoice Amount USD				3,014.00

Terms and Conditions

Start Date: March 01, 2021

Initial Invoice Period (months): The "Initial Invoice Period" covers fees for the first 12 months from the Start Date.

Term (Months): The "Term" is 60 months from the Start Date. This Order Form is non-cancelable prior to the end of the Term.

Storage space: Storage space for database records and all file and photo storage is included for the SaaS Services with a minimum limit of 5GB or the amount of storage space as noted in the Subscription Product description above. Client may purchase additional storage space at SSG's then prevailing rates. System reviews of the amount of storage space being used by Client will be performed periodically. If Client is using more than the allotted storage space included herein, Client will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

Annual Rate Increases: Any Subscription Products and Services purchased on an annual basis are subject to annual rate increases.

Users: "Users" means an individual identifiable by a name and excludes concurrent users. "Administrator" means the dedicated and name User of Client identified as the individual who shall be responsible for Client's Users, to attend and complete training, administer licenses and to be the technical point of contact on Client's behalf pertaining to Support and Services. "Guest Users" are users with limited access activated through the Guest User Module, if included herein. Client shall not permit Users to share User identifications and passwords, nor allow for multiple users under the same license.

License Metric: Client may not decrease the number of licenses for its Users during the Term of the Order Form. Upon termination of this Order Form, all licenses granted to Client with respect to the Services included in this Order Form shall automatically terminate and Client shall immediately discontinue its use thereof. System reviews of the number of Users will be performed periodically. If Client is using more than the purchased number of licenses included herein, Client will be invoiced for the additional Users it's the earlier of discovery or the next invoice cycle. If at any time, additional Users licenses are added, such additional User licenses will be invoiced at the then prevailing rate on a per license basis to coincide with the Term of the Services.

Support Level: Unless otherwise stated in the Order Form, the customer will receive the basic Support package as outlined in the Service Level Agreement.

Payment for U.S. Clients: All Subscription Products and Service fees and Professional Service and Training fees will be invoiced in advance either annually, or in accordance with any different billing frequency stated in on this Order Form. All fees payable in U.S. Dollars and exclude taxes. Client is responsible for the payment of any tax amount(s) due unless client has delivered to SSG a valid tax exemption certificate prior to invoice. Fees may be paid by check, Electronic Fund Transfer, credit card or ACH. All payments by credit card, are subject to Client completing the attached Credit Card Authorization Form. In order to elect for ACH payments, Client must complete and execute the attached Authorization Agreement for Preauthorized Withdrawal Debits.

Except as explicitly documented in the signed Order Form, SSG is under no obligation to comply with any customer specific invoicing requirements. Furthermore, customer's failure to provide complete and accurate billing information in the attached accounting Information Form will not relieve customer of nor toll customer's timely payment obligations.

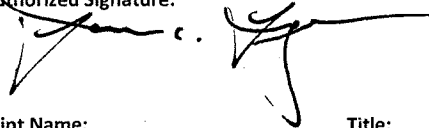
Professional Services and Training: If included in this Order Form, pre-paid Professional Services must be used within one year of the date of execution of this Order Form by Client or will expire and will not be refunded. Professional Services Fees are based on Professional Services provided during normal SSG business hours, Monday through Friday, 8:30 a.m. – 5:30 p.m. local time (SSG holidays excluded), as SSG may modify upon notice to Client. Professional Services provided by SSG outside of normal SSG business hours will be subject to a premium service charge. If Client cancels a Professional Services engagement, which has not been pre-paid, less than ten (10) business days before the scheduled start date for such Professional Services, Client agrees to pay fifty percent (50%) of the total estimated fees for the Professional Services stated on the Order Form or SOW.

Professional Service Travel Costs: Travel related costs that requires SSG's staff to travel will be pre-approved by Client.

This Order Form is subject to and governed by the terms and conditions of SSG's Master Services Agreement, which can be located at <http://www.socialsolutions.com/legal/> (the "Agreement") and is incorporated by reference in its entirety. Capitalized terms not otherwise defined in this Order Form have the meaning ascribed to them in the Agreement. This Order Form will be effective as the last date of signature identified below ("Effective Date"). Each party signing below agrees and acknowledges that they are duly authorized to be bound by the terms and conditions of the Agreement and this Order Form.

Client: Crime Victim And Sexual Violence Center

Authorized Signature:



Print Name:

Title:

Date: 10/14/2020

Social Solutions Global, Inc. ("SSG")

Authorized Signature:

DocuSigned by:
Kenneth Saunders
73AFA5B2F2EF403...

Print Name:

Kenneth Saunders

Title:

CFO

Date: 10/23/2020

Social Solutions

Accounting Information Form

Please provide the following Accounting Information in the table below:

Customer Name	County of Albany
Tax Identification Number	14-602563
Are you Tax Exempt?	Yes
If yes, please attach a copy of your Tax Exemption Certificate	
State Tax Exempt Number (if applicable)	
Billing Contact Name	Karen Ziegler
Billing Contact Phone	518-447-7100
Billing Contact Email	Karen.Ziegler@albanycountyny.gov
Billing Contact Fax	518-447-7102
Are there any Special Invoicing needs?	an original invoice, with "wet" signature
Special Invoicing Needs (if applicable)	

Toll Free 877-441-2111
 Suite 400
 Local 443.460.3375
 78759
 Fax 443.460.3473

10801-2 N. MoPac Expy |

Austin, TX

www.socialsolutions.com



DANIEL P. MCCOY
COUNTY EXECUTIVE

DAVID J. FRIEDFEL
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
FINANCE DIVISION
112 STATE STREET, ROOM 800
ALBANY, NEW YORK 12207-2021
(518) 447-7070 - FAX (518) 447-5516
www.albanycounty.com

JEFFREY NEAL
DIRECTOR OF FINANCE

Employer Identification Number (EIN): 14-6002563 Albany County, NY, USA

To Whom It May Concern,

Albany County is a political subdivision of the State of New York and as such is exempt from state and federal tax (see New York State Tax Law, §1116 regarding sales and use taxes on purchases; Internal Revenue Code §115). Form W-9 is provided to certify the County's tax identification number (14-6002563) which is the same for state and federal tax purposes.

Signed Purchase Orders, signed County Claim Forms, or a letter providing this information on County letterhead is considered sufficient documentation (see NYS Taxation and Finance Publication 750, pgs 23-24). State Taxation and Finance can be reached at 800-972-1233, or on the web at <http://www.tax.state.ny.us> if further confirmation is needed.

The IRS has provided the County with a letter affirming the County's exempt status. The IRS can be contacted via the Customer Service Specialists at 877-829-5500 or on the web at <http://www.irs.gov/govt/fs/g/article/0,,id=112708,00.html> , if further confirmation is needed.

Please contact the County's Division of Finance if further documentation is needed from County offices (518-447-7071).

Sincerely,

Jeff Neal

Jeffrey J. P. Neal
Division of Finance

Revised September 2012

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Albany County		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ County Government, NYS		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) Room 1340 112 State Street		Requester's name and address (optional)
	6 City, state, and ZIP code Albany, NY 12207		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
1	4	-	6	0	0	2	5	6
3								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ September 11, 2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Social Solutions Global, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
10801-2 N. Mopac Expy Suite 400

6 City, state, and ZIP code
Austin, TX, 78759

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	2	-	2	2	7	7	1	4	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Kenneth Saunders* DocuSigned by: **Date** ► 6/4/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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- Form 1099-K (merchant card and third party network transactions)
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- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.