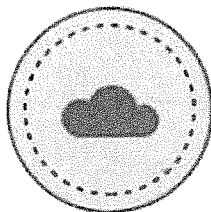


Cloud - Terms of Service



The Services (as hereinafter defined) obtained from or through A51 d.o.o ("A51") are licensed, not sold, to a subscriber ("Customer") for use only under the terms of this license, unless other products or services are accompanied by a separate license agreement, in which case the terms of that separate license agreement will govern, subject to Customer's prior acceptance of that separate license agreement. A51 reserves all rights not expressly granted to Customer. The Services to be provided under this Licensed Application Customer License Agreement (this "License") consist of software and related services accessed through A51's website (the "Services"). The Services that are subject to this license are sometimes referred to in this license as the "Licensed Application".

BY USING THE SERVICES, CUSTOMER IS ACCEPTING AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

Article I: Scope of License

Article I.1

A51 hereby grants to Customer a limited, revocable, non-transferrable license for Customer to access and use the Services on any Internet-accessible device owned or controlled by Customer. Customer agrees that the Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that Customer will not use such proprietary content, information or materials in any way whatsoever except for permitted uses of the Services. Customer may not distribute or make the Licensed Application available over a network where it could be used by multiple devices or multiple persons at the same time, except as specifically provided herein and in accordance with the permissions granted to Customer pursuant to the level of service purchased by Customer. Customer may not rent, lease, lend, sell, redistribute or sublicense the Licensed Application or Services. Customer may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components



included with the Licensed Application). Any attempt to do so is a violation of the rights of A51 and its licensors. If Customer breaches this restriction, Customer may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by A51 that replace and/or supplement the original Services, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Article II: Consent to Use of Data

Article II.1

All terms and conditions of A51's Privacy Policy are incorporated into this Agreement as if repeated here in full, and shall apply to data provided by Customer or any person Customer authorizes to use the Licensed Application. The Privacy Policy is subject to change from time to time, as posted on the A51 website. Such changes will be effective upon posting on A51's website, and Customer's continued access to and use of the Licensed Application and Services thereafter shall constitute Customer's acceptance of the amended Privacy Policy.

Article II.2

Customer may not use A51's name or trademarks without the prior written permission of A51. A51 may use Customer's name, logo and/or trademarks to identify Customer as a customer of A51.

Article III: Term and Termination

Article III.1

The license is effective until terminated by Customer or A51 as provided herein.

Article III.2

For month-to-month customers, the "Term" of this Agreement shall commence upon the receipt by A51 of Customer's first payment and shall continue to renew automatically on a month-to-month basis until Customer activates the cancellation feature on Customer's account management page and properly follows the procedures set forth therein or if A51 provides Customer with at least five (5) business days' prior written notice of A51's intention to terminate. For year-to-year customers, the "Term" of this Agreement shall commence upon the receipt by A51 of Customer's first payment and shall continue to renew automatically for successive one year periods until either party provides the other party with prior written notice of such party's intention to terminate at least fifteen (15) days prior to the expiration of the then-current Term; provided, however, if Customer desires to terminate such year-to-year contract prior to the expiration of the Term, Customer may do so by activating the cancellation feature on Customer's account management page and properly following the procedures set forth therein. In such case, Customer understands, acknowledges and agrees that any prepaid License Fees shall be forfeited.



Article III.3

Notwithstanding III.2 above, this Agreement may be terminated by either party:

- (i) on five (5) business days' prior written notice if the other party fails to perform any of its material obligations and such failure is not cured within thirty (30) days of receipt of written notification by the non-breaching party to the breaching party; or
- (ii) in the event that a receiver or trustee of the assets of the other party is appointed or the other party suspends business, makes a general assignment for the benefit of creditors or becomes insolvent.

Article III.4

In the event Customer does not renew this Agreement or this Agreement is otherwise terminated, Customer shall cease all use of the Licensed Application and shall no longer have access to the Services nor any other future benefits that may be available to A51 customers at that time. A51 promptly will provide Customer with notification of account termination and a link to download Customer's data. Customer understands, confirms and acknowledges that Customer is aware that Customer's data will be purged, which shall include the permanent removal of all of Customer materials, content and information, within two (2) days of such notification. Upon any cancellation or termination of Customer's account, whether by A51 or Customer, no refunds, reimbursements or credits of any kind shall be provided except as provided in

Section III.2 above or Section III.6 below.

Article II.2 III.5

If Customer desires to terminate this Agreement, Customer shall cancel Customer's account through the account management section of A51's website. Cancellation requests provided by phone, physical mail, email or any other means will not be honored.

Article III.6

If Customer is a month-to-month customer, and Customer terminates this Agreement as a result of A51's breach of this Agreement, except as provided in Section VIII.1 hereof, no further amounts shall be due from Customer to A51 and A51 agrees to reimburse Customer for any payments made to A51 in the 30 days prior to cancellation by Customer. If Customer is a year-to-year customer and Customer terminates this Agreement as a result of A51's breach of this Agreement, except as provided in Section VIII.1 hereof, A51 shall remit to Customer the balance of any prepaid License Fees from the date of cancellation through the end of the then-current Term.

Article IV: Payment Terms

Article IV.1 - Free Trial/Demo.



active.collab

Customer shall receive a free trial of the Services for up to 60 days. This free trial will consist of between 15 and 60 days, which amount of days shall depend on the level of Customer's engagement with A51. Upon the expiration of the free trial, Customer shall be required to pay the required License Fee (as hereinafter defined) in order to continue to be able to use the Services.

Article IV.2

License Fees. In consideration for the License granted in Article I, subject to any free trial and/or demonstration as provided in Section IV.1 hereof, Customer agrees to pay to A51 the applicable fee(s) set forth at activeCollab website > Pricing Page (the "License Fee").

COUNTY OF SHASTA

Date: _____

Approved as to form:
RUBIN E. GRUSE, JR.
County Counsel

By: _____

Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: _____

James Johnson
Risk Management Analyst

INFORMATION TECHNOLOGY APPROVAL

By: _____

Tom Schreiber
Chief Information Officer