

**MAINTENANCE & SUPPORT RIDER
TO
MASTER SOFTWARE LICENSE AGREEMENT**

This Maintenance and Support Rider to Master Software License Agreement (this "*Amendment*") is entered into by and between **INSURITY CLAIMS SOFTWARE LLC** (f/k/a Systema Software LLC), a California limited liability company, with a place of business at 900 Larkspur Landing Circle, Suite 201, Larkspur, CA 94939 ("**LICENSOR**"), and **COUNTY OF SHASTA** a political subdivision of the State of California through the Department of Support Services – Risk Management Unit, with a place of business at 1450 Court Street Room 348, Redding, CA 96001 ("**LICENSEE**") (collectively, the "Parties" and individually a "Party").

RECITALS

A. LICENSOR and LICENSEE are parties to that certain Master Software License Agreement dated March 1, 2011 (the "*License Agreement*"), which provided for, among other things, the perpetual license for LICENSEE to use certain Software of LICENSOR, as further set forth in the License Agreement.

B. LICENSOR and LICENSEE have fully performed, delivered and discharged their respective obligations under the License Agreement with respect to the implementation of LICENSOR's Software and LICENSEE is now using LICENSOR's Software in Production.

C. Under the terms of the License Agreement, LICENSOR performed and LICENSEE received certain maintenance and support services as further described in Appendix A- SOW 1 and Appendix B of the License Agreement for a term of five years (the "*Original Maintenance Term*").

D. The Original Maintenance Term expired on December 31, 2016 and the Shasta County Board Supervisors authorized payment of LICENSOR for additional maintenance and support services for the Software in calendar year 2017;

E. On February 14, 2017 in a filing with the Secretary of the State of California, LICENSOR amended its articles of organization to change its name from "Systema Software LLC" to "Insurity Claims Software LLC", a copy of which is attached to this Rider as Schedule 1.

F. The Parties hereby desire to memorialize their understanding with respect to the provision of ongoing maintenance services for the Software for an additional term of five years.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties hereby agree as follows.

1. **NEW APPENDIX A-2017.** The License Agreement is hereby supplemented by the addition of new Appendix A-2017 attached hereto and made a part hereof.

2. **AMENDMENT OF APPENDIX B.** The License Agreement is hereby amended by deleting Appendix B to the License Agreement in its entirety and replacing it with Appendix B-2017 and Appendix B-1-2017 attached hereto and made a part hereof.

3. **MAINTENANCE AND SUPPORT FOR THE SOFTWARE.** LICENSOR shall provide annual maintenance and support services on the terms set forth in Appendix B-2017 and B-1-2017. LICENSEE shall pay annual fees on the terms set forth in Appendix A-2017.

4. CERTAIN TERMS; RATIFICATION; CONFLICTING TERMS. All capitalized terms not otherwise defined in this Rider shall have the meanings as ascribed to them in the License Agreement. Each party hereby represents, warrants and covenants to the other that the License Agreement, as supplemented by this Rider, remains in full force and effect and is enforceable in accordance with its terms. For avoidance of doubt, the parties further confirm that Appendix C remains in effect and that LICENSEE is enrolled as a beneficiary under LICENSOR's Escrow Agreement, as defined in Section 6 of the License Agreement. In the event there are any conflicts among the terms of this Rider and those in the License Agreement, the terms of this Rider shall prevail.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Rider.

LICENSOR:

LICENSEE:

INSURITY CLAIMS SOFTWARE LLC

COUNTY OF SHASTA

By: 

By: _____

Print Name: Jose Tribuzio

Print Name: David Kehoe, Chairman

Title: SVP and General Manager

Title: Board of Supervisors, County of Shasta,
State of California

Date: 12/4/17

Date: _____

RISK MANAGEMENT APPROVAL

BY: 

12/6/2017

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

 12/6/17

Adam M. Pressman
Senior Deputy County Counsel

IT Approved:

 12/10/17
Gretchen Allen, Dep. Dir.

Appendix A -2017
SCOPE OF WORK AND PRICING DETAIL

This Appendix describes the Software to be licensed and Professional Services provided by LICENSOR from and after January 1, 2018 through December 31, 2022. All the terms used in this Appendix shall retain the same meaning as defined in the License Agreement and such definitions are incorporated herein by reference. In the event of any conflict between the provisions of the License Agreement and of this Appendix, the provisions of this Appendix shall prevail. The terms and conditions of this Appendix are applicable solely to the Software described herein and in no way affect or alter the terms of any other Appendix incorporated into the License Agreement prior to or after the effective date of this Appendix.

SIMS Pricing Proposal Detail

The items listed here are for purposes of the ongoing Maintenance and Support.

Annual License, Maintenance and Support	\$22,400
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Annual License Fee	\$400
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- FlashForms & CompGuide Disability Rates from workerscompensation.com

Professional Services	\$175 / hr.
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LICENSEE may request Professional Services from LICENSOR from time to time, and will be provided at a rate of \$175 per hour. The actual work to be completed will be agreed upon by both parties in advance of commencing work effort.

Annual Maintenance and Support Fee	\$22,000
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Annual Maintenance and Support Fee is based on 20% of the original Software License Fees plus any increases or additional items subsequently purchased. This maintenance includes support for 11 Full Access and 1 Read-Only User Licenses, the Workers' Compensation, Auto (Personal and Commercial) and Liability Lines of Business Modules, and contact to our support center during regular business hours, product updates, and services included to implement product updates.

Payment Terms

Annual Maintenance Fees

First Year Annual Maintenance for the period beginning 1/1/2018, will be invoiced and due December 31, 2017. For the remaining four (4) years, Annual Maintenance Fees shall be invoiced and due on December 31st in advance of the following year based on the following:

Invoice Due	Contract Period	Amount
12/31/2017	2018	\$22,400
12/31/2018	2019	\$22,400
12/31/2019	2020	\$22,400
12/31/2020	2021	\$22,400
12/31/2021	2022	\$22,400

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Appendix A-2017.

LICENSOR:

INSURITY CLAIMS SOFTWARE LLC

By: 

Print Name: Jose Tribuzio

Title: SVP and General Manager

Date: 12/4/17

LICENSEE:

COUNTY OF SHASTA

By: _____

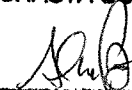
Print Name: David Kehoe, Chairman

Title: Board of Supervisors, County of Shasta,
State of California

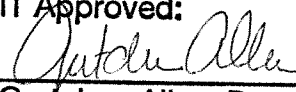
Date: _____

RISK MANAGEMENT APPROVAL
BY:  12/06/2017

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

 12/4/17
Adam M. Freeman
Senior Deputy County Counsel

IT Approved:

 12/10/17
Gretchen Allen, Dep. Dir.

Appendix B-2017
MAINTENANCE AND SUPPORT AGREEMENT

This Maintenance and Support Agreement sets forth the terms and conditions under which LICENSOR will provide technical support services to LICENSEE regarding the licensed Software under the Master Software License Agreement dated March 1, 2011 (the "*License Agreement*") from and after January 1, 2018. All the terms used in this Appendix shall retain the same meaning as defined in the License Agreement and such definitions are incorporated herein by reference. In the event of any conflict between the provisions of the License Agreement and of this Appendix, the provisions of this Appendix shall prevail.

1. Maintenance and Support Service.

- a. LICENSOR shall provide the technical support services necessary to remedy any operational difficulties attributable to the Software set forth in the License Agreement.
- b. LICENSOR's Support Service Level Guidelines (the "Guidelines") which defines the support and services provided by LICENSOR is available on LICENSOR'S website at on the Insurity client portal and is incorporated herein as Appendix B-1 2017 to this Agreement. LICENSOR reserves the right to modify the Support Service Level Guidelines from time to time.
- c. LICENSOR will provide support for software up to 3 versions back or up to 24 months back from the current release, whichever is longer. Releases are designated by the year they are released, and the number of major releases provided in a year. For example a version of SIMS Claims released in May of 2010 would be named 2010-R1, and a version of SIMS Claims released in October of 2010 would be named 2010-R2.

2. Terms of Agreement. The mutual obligations under this Agreement shall commence on Production Use of the Software by LICENSEE in accordance with the terms of the License Agreement and shall continue for:

- a. A period of five (5) years subject to annual renewal for subsequent one year (365 days) terms unless terminated by either party on sixty (60) days prior written notice to the other party. It is hereby agreed that LICENSEE may renew this Agreement annually after the initial five (5) year term, if for identical services, at a price increase guaranteed not to exceed five percent (5%) of the previous price established in the previous year. The renewal of the License Agreement shall take effect by LICENSEE paying the invoice for the new annual fee.
- b. Should LICENSEE cease purchasing maintenance and support for the Software pursuant to this Maintenance and Support Agreement or otherwise (lapse), further available support, updates and upgrades may no longer be assured.
- c. Should LICENSEE desire to return to Maintenance and Support following a lapse, the parties shall enter into a new, mutually acceptable agreement subject to the Guidelines in effect at that time. The rates charged for maintenance and support in the new agreement shall be no higher than LICENSOR's then current published standard rates for such maintenance and support together with any price increases which would have been implemented had the lapse not occurred.
- d. The fee for the Maintenance and Support Services provided for herein shall initially be as per the Payment Terms referenced in Appendix A-2017. Maintenance and Support Services shall be payable in advance of each one-year period.

3. **Access to Data and Computer.** LICENSEE shall, at its own expense, provide remote access to LICENSOR; both the front end of the application through Internet Explorer and to the application/database servers, if needed, for LICENSOR's use in providing the Maintenance and Support Services. LICENSOR shall at all times have reasonable access to provide the Maintenance and Support Services. LICENSOR will perform the Maintenance and Support Services in a manner that minimizes interruptions in the availability or functioning of the Software. If LICENSOR needs access to LICENSEE's servers in order to perform maintenance or support, LICENSOR shall promptly notify LICENSEE, and LICENSOR's response time obligations under this Agreement shall commence when LICENSEE makes reasonably available to LICENSOR such remote access.

4. **Location.** Support services shall be provided for the Permitted Site(s) where the applicable Software is originally installed by LICENSOR in accordance with the terms of Section 5 ("Installation") of the License Agreement. LICENSEE shall promptly reimburse LICENSOR for any reasonable travel and out-of-pocket expenses incurred by LICENSOR in connection with providing support services to LICENSEE. All such expenses will be billed as incurred and promptly submitted to LICENSEE.

5. **Subcontracting.** LICENSOR reserves the right to subcontract, subject to imposition by LICENSOR of confidentiality terms as required by Section 11 ("Confidentiality") of the License Agreement for the performance of any or all of the support services to be provided hereunder.

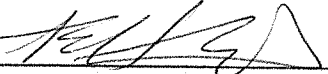
IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Appendix B-2017.

LICENSOR:

LICENSEE:

INSURITY CLAIMS SOFTWARE LLC

COUNTY OF SHASTA

By: 

By: _____

Print Name: Jose Tribuzio

Print Name: David Kehoe, Chairman

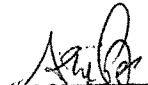
Title: SVP and General Manager

Title: Board of Supervisors, County of Shasta,
State of California

Date: 12/4/17

Date: _____

APPROVED AS TO FORM
SHASTA COUNTY COUNSEL

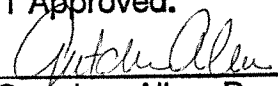
 12/6/17
Adam M. Pressman
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: 

12/06/2017

IT Approved:

 12/6/17
Gretchen Allen, Dep. Dir.

Appendix B-1-2017
SUPPORT SERVICE LEVEL GUIDELINES

1. LICENSOR shall provide LICENSEE with notification of Maintenance Releases and bug fixes as they become generally available. The contents of all Maintenance Releases shall be decided upon by LICENSOR in its sole discretion and will generally include those changes that correct errors as well as minor enhancements and updates to the applicable Software. Maintenance releases will be provided at no additional charge. Any new optional Modules/Connectors and/or new products may be subject to additional license fees under a separate or amended Software Appendix, as applicable.
2. LICENSEE will receive hot line support providing advice, consultation, and assistance to use the Software and any developed software, if applicable, and to diagnose and correct problems that LICENSEE may encounter during the Coverage Window. The "Coverage Window" is defined as the designated time period within which LICENSEE may notify LICENSOR that the Software covered under this Agreement is exhibiting an error. The Coverage Window initially shall be Monday through Friday, 5 AM to 6 PM Pacific Standard Time, excluding national holidays.
3. LICENSOR shall use reasonable efforts to respond to support requests received during the Coverage Window within the response times. Upon identification of any error, LICENSEE shall notify LICENSOR of such error and shall provide the LICENSOR with enough information to locate and reproduce the error. To assist LICENSOR in delivery of the support services, LICENSEE shall submit to LICENSOR a listing of output and all such other data which LICENSOR reasonably may request in order to reproduce operating conditions similar to those present when the error was discovered. Response times are defined as follows:

Severity Classification and Description	Response Time	Follow-up Frequency	Resolution Goal
<u>Severity 1 - Critical Impact</u> System or Software issues that critically impact the client's business which could include but not be limited to the following: - Critical functionality such as the following is inoperable, - Ability to add claims and/or payments - Ability to process checks - Financial or legally required data is corrupted	1 hour	Hourly during, and as mutually agreed outside of the coverage window	Work will continue 24x7 until the issue is resolved, circumvented or a workaround provided that lowers the severity
<u>Severity 2 - Major Impact</u> System or Software issues that have a major impact on the client's business which could include, but not be limited to the following; - Major functionality impaired or degraded	2 hours	Every 2 hours during, and as mutually agreed outside of the coverage window	Work will continue during business hours until the issue is resolved, circumvented or a workaround provided that lowers the severity

<u>Severity 3 - Minor Impact</u> System or Software issues that have a minor impact on the client's business which could include, but not be limited to the following: - Minor functional issue or a Major functional issue that has a reasonable work-around.	1 business day	As mutually agreed	As mutually agreed
<u>Severity 4 - Low Impact</u> Low to no business impact, issues that are a nuisance or of a cosmetic nature or where a medium to long term workaround, a patch or a release is available	2 business days	As mutually agreed	As determined by Product Management
<u>Severity 5 - Enhancement</u> Suggestions for new features or enhancements to SIMS for consideration in a future release	1 week	As mutually agreed	As determined by Product Management

Appendix C

BENEFICIARY ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: THE COUNTY OF SHASTA is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** 37649 with Iron Mountain as the escrow agent.

Beneficiary hereby agrees to be bound by all provisions of such Agreement.

SERVICE Check Box(es) to Order Server	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR	ONE- TIME FEES	ANNUAL FEES	PAYING PARTY Check box to identify the Paying Party
<input type="checkbox"/> Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$850	<input type="checkbox"/> Depositor - OR - <input checked="" type="checkbox"/> Beneficiary
<input type="checkbox"/> File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY**DEPOSITOR**

PRINT NAME:	Christine Orr	PRINT NAME:	Jose Tribuzio
TITLE:	Chief Fiscal Officer	TITLE:	EVP – SIMS Claims
EMAIL ADDRESS	corr@co.shasta.ca.us	EMAIL ADDRESS	Jose.tribuzio@insurity.com
STREET ADDRESS	1450 Court Street, Room 348	STREET ADDRESS	900 Larkspur Landing Circle, Suite 201
PROVINCE/CITY/STATE	Redding, CA	PROVINCE/CITY/STATE	Larkspur, CA
POSTAL/ZIP CODE	96001	POSTAL/ZIP CODE	94939
PHONE NUMBER	530.229.8244	PHONE NUMBER	800.272.9102 x702
FAX NUMBER	530.225.5093	FAX NUMBER	800.272.9102

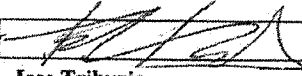
PAYING PARTY COMPANY NAME: THE COUNTY OF SHASTA

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	Jose Tribuzio
TITLE:	EVP – SIMS Claims
EMAIL ADDRESS	Jose.tribuzio@insurity.com
STREET ADDRESS	900 Larkspur Landing Circle, Suite 201
PROVINCE/CITY/STATE	Larkspur, CA
POSTAL/ZIP CODE	94939
PHONE NUMBER	800.272.9102 x702
FAX NUMBER	800.272.9102
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	Jose Tribuzio
TITLE:	EVP – SIMS Claims
DATE:	
EMAIL ADDRESS	Jose.tribuzio@insurity.com

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

Signature:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

Schedule 1

Form LLC2 Name Change Certificate

LLC-2

**Amendment to Articles of Organization
of a Limited Liability Company (LLC)**

To change information of record for your California LLC, you can fill out this form, and submit for filing along with:

- A \$30 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form.
- To file this form, the status of your LLC must be active on the records of the California Secretary of State, or if suspended, this form can only be filed to list a new LLC name. To check the status of the LLC, go to kepler.sos.ca.gov.

Important! To change the LLC addresses, or to change the name or address of the LLC's agent for service of process, you must file a Statement of Information (Form LLC-12). To get Form LLC-12, go to www.sos.ca.gov/business/be/statements.htm.

Items 4-6: Only fill out the information that is changing. Attach extra pages if you need more space or need to include any other matters.

FILED
Secretary of State
State of California

FEB 14 2017

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm.

① **LLC's Exact Name** (on file with CA Secretary of State)

Systema Software, LLC

② **LLC File No.** (issued by CA Secretary of State)

200611710338

Purpose

- ③ The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

New LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

④ **Insurity Claims Software LLC**

Proposed LLC Name

The proposed new name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company.

Management (Check only one.)

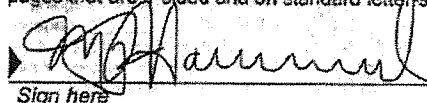
⑤ The LLC will be managed by:

☒ One Manager ☐ More Than One Manager ☐ All Limited Liability Company Member(s)

Amendment to Text of the Articles of Organization (List both the current text, and the text as amended by this filing.)

⑥ Current text of Item 1: Systema Software, LLC
Text as amended for Item 1: Insurity Claims Software LLC

Read and sign below: Unless a greater number is provided for in the Articles of Organization, this form must be signed by at least one manager, if the LLC is manager-managed or at least one member, if the LLC is member-managed. If the signing manager or member is a trust or another entity, go to www.sos.ca.gov/business/be/filing-tips.htm for more information. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this document.


Sign here

Michael Hammond

Print your name here

VP & General Counsel
of Insurity Inc., its sole
member and manager

Your business title

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280

Drop-Off
Secretary of State
1500 11th Street, 3rd Floor
Sacramento, CA 95814



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

FEB 27 2017

Date: _____

Alex Padilla

ALEX PADILLA, Secretary of State