Services and Software Subscription Agreement – Incident Reporting

This Agreement between OrangeBoy, Inc. ("OrangeBoy") and Client (defined below; each a "Party") is for the services described below and in the attached Terms & Conditions and Exhibit(s).

Parties

OrangeBoy	Client
OrangeBoy, LLC 1201 Dublin Rd #728 First Floor Columbus, Ohio 43215	Everett Public Library 2702 Hoyt Ave. Everett, WA 98201

Subscription Info

Service(s)	Initial Term
☒ Incident Reporting ☐ ILS integration ☐ Custom report(s) ☐ Bundled training / consulting hours ☐ Historical data import (to be described further below)	3 Years
	Effective Date October 6, 2025
	Term Fee(s) First year: $6,200 Subsequent years: $5,000

Additional / Other Terms

Year one includes a one-time training and implementation fee of $1,200.

Section 9 is deleted in its entirety.

Section 12 is revised to read: "This Agreement is governed by and construed in accordance with the law of the State of Washington. The parties agree that any action, suit, or proceeding arising out of this Agreement shall be brought in the courts of Washington State, or the United States District Court of Washinton State, and the parties waive any objection or claim that any such action, suit, or proceeding has been brought in an improper venue or inconvenient forum."

By signing below, the Parties agree to and incorporate all terms and conditions set out in this Agreement, the attached Terms & Conditions, and any other attachments or exhibits thereto.

OrangeBoy

_____
Authorized Signature

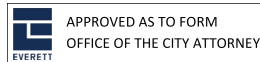
Joshua Feasel, President
_____
Printed Name and Title

Client

_____
Authorized Signature

Cassie Franklin, Mayor
_____
Printed Name and Title

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
EVERETT

Attest:

Terms & Conditions

Except as expressly set out elsewhere in this Agreement, the following terms and conditions govern the relationship between OrangeBoy and Client regarding the subject matter of this Agreement.

WHEREAS, OrangeBoy produces a hosted software-as-a-service application that lets library staff report and track incidents that occur in and around the library, automatically routing notifications to designated staff and providing a flexible, powerful source of operations data and insights;

WHEREAS, OrangeBoy also offers services related to that application, including training, custom report creation, consulting, and assistance with the import of historical incident data; and

WHEREAS, Client desires to obtain access to those applications and services, to help Client report, track, and analyze incidents, and OrangeBoy wishes to provide such access and services;

THEREFORE, the Parties agree as follows:

1. *OrangeBoy's Obligations.* During the Term of this Agreement, and subject to its terms and conditions, OrangeBoy grants Client a limited, non-exclusive, and non-transferable license, without right of sublicense, to access and to use the applications and services specified on the first page of this Agreement (the "Services") and described further in Exhibit A.

2. *Payment.* Client agrees to pay OrangeBoy the Term Fee(s). Unless otherwise specified: (i) fees are due 30 days after invoicing; (ii) fees are based on the services and access to which Client is entitled and not on Client's actual usage of those services and access, and (iii) payment obligations are non-cancelable and fees paid are non-refundable. Client agrees that payment is not contingent on the delivery of any functionality or features other than those specified above and described in Exhibit A.

3. *General Terms of Use.* Client agrees to take reasonable steps to ensure that each person who gains access to the Services by virtue of this Agreement (each "End User"): (i) notifies OrangeBoy immediately if the End User becomes aware of any unauthorized access to or usage of the Services; (ii) uses the Services in accordance with applicable local, state and federal laws, government regulations, and Client's organizational policies; and (iii) does not reveal the End User's account and password information to others and does not allow the use of any End User account by a person not authorized to use that account, including the End User's family and other members of his or her household.

4. *End User Departures.* When an End User's employment or consulting relationship with Client ends, it is Client's responsibility to disable or remove any account or access to OrangeBoy's Services to which the End User had access. OrangeBoy's support team will assist with this process on request.

5. *Intellectual Property.*

   a. Client hereby acknowledges that certain intellectual property licensed or developed by OrangeBoy (hereinafter "Intellectual Property") is incorporated into the Services and that Client's rights regarding such Intellectual Property are limited to those necessary to use the Services under this Agreement. Client acknowledges that other than that discussed above, no right or title to the Intellectual Property passes to Client by virtue of this Agreement and that Client has no right to sell, share, copy, or disseminate any portion of the Intellectual Property or any elements derived or produced therefrom.

   b. Client hereby grants OrangeBoy the right to host, copy, transmit, and display any data provided by Client, as well as any other rights reasonably necessary for OrangeBoy to carry out the terms of this Agreement.

6. *Data Responsibility.* Client understands and agrees that it has the responsibility to input valid, accurate data into the Services and that failing to do so may result in invalid or inaccurate analysis or results. OrangeBoy accepts no responsibility for invalid or inaccurate data provided by Client. Client is further responsible for ensuring that any data submitted to OrangeBoy or the Services is consistent with Client's privacy policies and applicable law. OrangeBoy assumes no responsibility for data submitted by Client that violates the Client's privacy policies or applicable law.

7. *Privacy; Confidential Information.*

   a. Except as provided in this Agreement or by consent of Client, OrangeBoy shall not reveal to any third party or make use of for its own benefit any non-public or confidential information submitted by Client to OrangeBoy or the Services.

   b. "Non-public or confidential information" shall not include: (1) information (other than information personally identifying any of Client's customers) that has become generally available to the public or Client's industry through no fault of OrangeBoy; (2) information independently developed by OrangeBoy; (3) information obtained by OrangeBoy through a source having no obligation to keep the information confidential; (4) information required to be disclosed by applicable law; or (5) "industry insights," as described in Section 7.c below.

   c. *Industry Insights.* OrangeBoy may derive insights about the library industry from its processing, aggregation, and analysis of data submitted by Client. The parties hereby agree that OrangeBoy shall have the right to use, apply, and disseminate any such insights as it sees fit, such as in white papers or as aggregated data points, except: (1)

where otherwise stated in this Agreement; (2) where such use, application, or dissemination would personally identify any of the Client's customers; or (3) where such use, application, or dissemination would constitute a willful violation of any privacy rights of any of the Client's customers.

8. *Disclaimer of Warranty.* CLIENT ACKNOWLEDGES AND AGREES THAT THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. ORANGEBOY DOES NOT MAKE ANY AND HEREBY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. *Indemnification.* Client agrees to fully indemnify and hold harmless OrangeBoy from and against any losses, including attorney's fees and costs, that arise out of or relate to any breach of this Agreement by Client.

10. *Limitation on Damages.*

   a. Client agrees that, notwithstanding any other term or condition of this Agreement, OrangeBoy's maximum aggregate liability under this Agreement shall be limited to an amount equal to the total amount actually paid by Client to OrangeBoy during the twelve-month period immediately preceding the earliest event giving rise to the liability. The existence of more than one claim shall not enlarge or extend this maximum limitation. Client hereby waives any and all rights, obligations, liability, claims, or demands related to this Agreement in excess of this maximum limitation.

   b. IN NO EVENT SHALL ORANGEBOY BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS, OR GOODWILL, OR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT OR RESULTING FROM THE FURNISHING, PERFORMANCE, USE, OR LOSS OF USE OF ANY PART OF THE SYSTEM OR ANY DATA, INFORMATION, OR PROPERTY OF CLIENT, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF CLIENT'S BUSINESS, WHETHER RESULTING FROM TORT, BREACH OF CONTRACT, OR BREACH OF WARRANTY, EVEN IF ORANGEBOY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

   c. Client acknowledges that the limitations set forth in this Section are integral to the amount of fees charged by OrangeBoy under this Agreement, and that, were OrangeBoy to assume any further liability beyond that set forth in this Section, such fees would have been substantially greater.

11. *Renewal and Termination.*

   a. This Agreement will begin on the Effective Date and will continue for the Initial Term.

   b. Following the Initial Term, the Agreement will renew annually on the anniversary of the Effective Date (each an "Additional Term" and, together with the Initial Term, the "Term"), unless either Party sends notice of cancellation to the other Party at least 30 days prior to the end of the then-current Term by one of the means set out in Section 18, below. Unless otherwise agreed by the Parties in writing, the Term Fee for any Additional Term will increase by 5% of the Term Fee for the preceding year of the Term.

   c. Following breach of any material term of this Agreement, the non-breaching party may terminate this Agreement by (1) providing the breaching party with written notice of the breach, and (2) if such breach is not cured within 30 days, providing the breaching party with written notice of termination.

   d. Upon termination, Client remains liable for any payments due and owing at the time of the termination.

12. *Governing Law; Venue.* This Agreement is governed by and construed in accordance with the law of the State of Ohio. The parties agree that any action, suit, or proceeding arising out of this Agreement shall be brought in the courts of the State of Ohio in Franklin County, or the United States District Court for the Southern District of Ohio, Eastern Division, and the parties waive any objection or claim that any such action, suit, or proceeding has been brought in an improper venue or inconvenient forum.

13. *Attorneys' Fees.* If OrangeBoy prevails in any litigation, arbitration, or court proceeding to enforce this Agreement or any of its terms, it shall be entitled to recover, in addition to any other amounts awarded, all reasonable costs, expenses, and attorneys' fees incurred.

14. *Counterparts.* This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. *Successors and Assigns.* Client may not assign this Agreement without OrangeBoy's prior written consent, which shall not be unreasonably withheld. Any purported assignment not in accordance with this Section shall be void and not merely voidable. When assigned as permitted above, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

16. *Warranty of Authority.* Each signatory to this Agreement hereby warrants that he or she has the authority to execute this Agreement on behalf of Client or OrangeBoy, respectively; that the execution and performance of this Agreement does not conflict with any other agreement by which Client or OrangeBoy, respectively, is bound; and that the execution and performance of this Agreement does not contravene any term or provision in the charter or by-laws of Client or OrangeBoy, respectively.

17. *Notices.* To be effective, any notice, request, or demand given to or made upon a Party must be either: (i) sent to the address set out above by FedEx, UPS, or USPS certified mail; or (ii) if sent by another means (such as by email), acknowledged in writing by the receiving party. Any such notice, request, or demand shall be deemed received upon the Party's actual receipt.

18. *Complete Statement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties related to the subject matter of this Agreement.

19. *Severability.* The parties agree that the provisions of this Agreement are severable, and if any such provision is held invalid or unenforceable to any extent, the rest of the Agreement shall remain valid and in effect to the greatest extent permitted by law.

20. *Acknowledgment.* The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

21. *Amendments and Modifications.* No amendment or modification of this Agreement shall be effective unless it is in writing and signed by authorized representatives of both parties. No provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party against whom the waiver or consent is asserted.

22. *Negotiation.* This Agreement is the result of negotiation between the parties and, accordingly, shall not be construed more strongly for or against either party regardless of which party was more responsible for the preparation of this Agreement or any portion thereof.

23. *Force Majeure.* Except as noted below, neither party shall be liable for any breach of its obligations under this Agreement resulting from a cause beyond its reasonable control, including but not limited to fires, strikes (of its own or another's employees), insurrection, riots, embargoes, container shortages, wrecks, delays in transportation, inability to obtain supplies and raw materials, or requirements or regulations of any civil or military authority. Under no circumstances, however, may such an event excuse a party from any obligation to pay any amounts or sums due to the other party. Each of the parties agrees to promptly notify the other upon becoming aware of an event described in this section. This notice must describe in detail the circumstances giving rise to the event. If a default due to an event described in this section shall continue for more than four weeks, the party not in default will be entitled to terminate this Agreement. The parties will retain any liabilities existing at the time of such a termination, but neither party will incur any additional liability to the other as a result of the termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set out above.

EXHIBIT A
Scope of Services

Standard Features and Services

OrangeBoy's Incident Reporting service is a cloud-hosted software platform, accessible via Internet-enabled computers running the latest major release of Edge, Chrome, or Firefox. With Incident Reporting, you can:

- Build incident report forms customized to your library's particular needs. Select and organize a variety of field types, including custom dropdown menus and checkboxes, to hold the information you want in your report. Guide users' submissions and ensure clean, consistent data by setting field attributes such as default values, required fields, conditional displays with prior question-and-answer logic, and post-submission editability.

- Quickly and easily submit incident reports, including photo, video, or other documentation as attachments (up to 250mb in size). Link a report to previously submitted reports, or search past reports (so long as you have the appropriate authority), to more easily track incident patterns or related situations.

- Add or remove users, manually reset or create user passwords, and manage user access to different features and functionalities by using our built-in user administration functions, without incurring additional fees or having to submit support tickets (though we are always happy to help). We do not charge per user or limit the number of users and their permissions you create, though for security we may periodically audit inactive user accounts. For organizations that use Microsoft Active Directory, we can also support single-sign-on as an option.

- Control access to the Incident Reporting system, including potentially sensitive information stored in incident reports, by assigning specified roles to users and applying location-based access rules. Forms can also be created with different visibility levels, depending on the type of incident reported.

- Automate your library's incident-reporting review and approval process with up to two levels of review of submitted reports, as well as optional email notifications to designated staff members when a report is submitted or edited.

- See your library's incident statistics at a glance with our standard dashboard and Business Intelligence report, which provide a visual summary of reported incidents.

Note: Although we hope to extend many future enhancements to this service to all subscribers, we make no promises about new features or enhancements, including whether they will in fact be implemented, on what timeline, or whether they will be offered for free to existing subscribers.

Secure Data Warehouse

We at OrangeBoy take great pains to keep your data safe, secure, and private. We will work with you to set up a data retention schedule that satisfies your policies and legal obligations. If you leave our platform, we will ensure that you can take your data with you.

Set-up and Training

Our team will work to start you off on the right foot with Incident Reporting. We will provide an initial training session, along with template / example incident report forms to help get you started. Clients will further have access to our online Knowledge Base, along with video-based training resources on using

the system. You will also receive invitations to client-only training and education events, as well as two complimentary registrations to the Idea Exchange, OrangeBoy's user conference, generally held in Columbus in August (client is responsible for travel and lodging expenses).

Support and Maintenance

We provide our clients with unlimited remote support. Email and telephone-based support is available on weekdays (except for U.S. federal holidays) between 9:00 AM and 5:00 PM Eastern Time. Self-service support is available 24 hours a day via the Knowledge Base, our database of videos, live and recorded webcasts, and written articles where end users can search for solutions to common questions or file a support ticket in which OrangeBoy will provide follow-up via email within one business day.

OrangeBoy pledges to make commercially reasonable efforts to maintain access to its application during normal business hours, subject to occasional scheduled downtime for maintenance purposes (typically scheduled for short periods during non-working hours and communicated in advance), unforeseen maintenance and systems outages, and routine testing.

Add-On Services

These services are not included as part of a standard Incident Reporting subscription. They will be included in Client's subscription only if indicated on the first page of this Agreement or in an addendum.

ILS Integration

By integrating with your ILS, we can bring your cardholder records into Incident Reporting. This enables a Customer Search field that lets submitters search your library's cardholders and link a given cardholder to a particular incident report. Data imports from the ILS weekly, providing up-to-date contact information on existing cardholders.

Custom Reports

Want help customizing your Business Intelligence reports to your particular needs? Looking for a more detailed reporting solution than our default report provides? We can help by creating customized reports based on your data, all set to update automatically.

Bundled Training / Consulting Hours

Our Orange Dot Studio can provide additional training sessions customized to your needs— administration and report-type creation; end-user training; train-the-trainer or group trainings. We can also provide in-depth consulting support, helping you revamp your incident reporting workflow and forms, analyzing the data stored in your system, or meeting other organizational needs.

Historical Data Imports

Do you have historical incident-reporting data that you want to bring into your new system? We can help. Note that because the nature and amount of this data—and thus the difficulty of importing it—can differ widely from client to client, the cost and timeline for a historical data import must be scoped and quoted separately for each project.

**ADDENDUM
(CLOUD/OFFSITE HOSTING)**

Vendor:	OrangeBoy, LLC
Agreement:	Services and Software Subscription Agreement – Incident Reporting

The City of Everett (City) and Vendor are parties to the Agreement as shown in the table above. <u>Regardless of anything to the contrary in the Agreement,</u> the Vendor agrees as follows:

1. **Compliance Requirements**: Vendor must maintain System and Organization Controls 2 (SOC2) compliance and provide annual SOC2 reports to demonstrate Vendor's compliance with the Trust Services Criteria. Vendor must ensure that all systems and services provided to the City meet or exceed the SOC2 requirements. Vendor will also promptly notify the City of any changes in its SOC2 compliance.
By hosting the application in Microsoft Azure, OrangeBoy, LLC meets the SOC2 compliance requirement and is not required to submit annual reports.

2. **Data Ownership**: The City shall own all right, title and interest in its data related to the Agreement. Vendor shall not access City User accounts, or City Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of the Agreement, or (iv) at City's written request.

3. **Confidentiality**: Vendor shall protect the confidentiality of City data and shall not disclose any City data to any third party without the City's prior written consent. Vendor shall maintain appropriate security measures to protect City data from unauthorized access, use, or disclosure.

4. **Data Protection**: Protection of personal privacy and sensitive data shall be an integral part of the business activities of Vendor to ensure that there is no inappropriate or unauthorized use of City data at any time. To this end, Vendor shall safeguard the confidentiality, integrity, and availability of City data and comply with the following conditions:

   a. All data obtained by Vendor from the City or from affiliates of the City under the Agreement shall become and remain property of the City.

   b. At no time shall any data or processes which either belongs to or are intended for the use of City or its officers, agents, or employees, be copied, disclosed, or retained by Vendor or any party related to Vendor for subsequent use unless such use is authorized by the City in writing.

5. **Data Location**: Vendor shall not store or transfer non-public City data outside of the United States. This includes backup data and disaster

recovery locations. Vendor will permit its personnel and contractors to access City data remotely only as required to provide technical support.

6. **Encryption**:

    a. Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.

    b. For engagements where Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples of such information include without limitation: social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be agreed to by City and Vendor technical staffs. **When Vendor cannot maintain encryption at rest, Vendor must maintain, for the duration of the Agreement, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with Supplier shall procure and maintain insurance as required under cyber liability insurance requirements at: https://www.everettwa.gov/319/Procurement. Additionally, where encryption of data at rest is not possible, Vendor must provide to the City a description of its existing security measures that provide a similar level of protection.**

7. **Breach Notification and Recovery**: The City requires public breach notification when citizens' personally identifiable information is lost or stolen. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. Vendor will provide notification without unreasonable delay and all communication shall be pre-coordinated with the City. When Vendor or Vendor's subcontractors are responsible for the loss, Vendor shall bear all costs associated with the investigation, response and recovery from the breach, including without limitation credit monitoring services with a term of at least three years, mailing costs, website, and toll free telephone call center services. The City rejects any limitation on liability that purports to relieve a vendor from its own negligence or to the extent that it purports to creates an obligation on the part of the City or State of Washington to hold a vendor harmless.

8. **Notification of Legal Requests**: Vendor shall notify the City upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to, the data of the City. Vendor shall not

respond to subpoenas, service of process, and other legal requests related to the City without first notifying the City and providing the City a reasonable opportunity to respond, unless prohibited by law from providing such notice and opportunity.

9. **Termination and Suspension of Service**: In the event of termination or expiration of the Agreement, Vendor shall implement an orderly return of City data in CSV or XML or another mutually agreeable format. Vendor shall guarantee the subsequent secure disposal of City data.

    a. *Suspension of services*: During any period of suspension or contract negotiation or disputes, Vendor shall not take any action to intentionally erase any City data.

    b. *Termination or Expiration of any Services or Agreement in entirety*: In the event of termination or expiration of any services or the Agreement in entirety, Vendor shall not take any action to intentionally erase any City data for a period of 90 days after the effective date of the termination/expiration. After such 90-day period, Vendor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, dispose of all City data in its systems or otherwise in its possession or under its control as specified in section 9.d below. Within this 90-day period, Vendor will continue to secure and back up City data covered under the Agreement.

    c. *Post-Termination Assistance*: The City shall be entitled to any post-termination assistance generally made available with respect to the services provided under the Agreement unless a unique data retrieval arrangement has been established as part of the Agreement or otherwise agreed in writing by Vendor and the City.

    d. *Secure Data Disposal*: When requested by the City or when required under section 9.b above, Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the City.

10. **Background Checks**: Vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of dishonesty, including, but not limited to, criminal fraud. Vendor shall promote and maintain awareness of the importance of securing the City's information among Vendor's contractors, employees and agents.

11. **Data Dictionary**: Upon termination of contract, Vendor shall provide to the City a data dictionary.

12. **Security Logs and Reports**: Vendor shall allow the City access to system security logs that affect the engagement under the Agreement, its data and or processes. This includes the ability for the City to request a report of the records that a specific user accessed over a specified period of time.

13. **Contract Audit**: Vendor shall allow the City to audit conformance to Agreement terms, system security and data centers as appropriate. The City may perform this audit or contract with a third party at its discretion at the City's expense. Such reviews shall be conducted with at least 30 days advance written notice and shall not unreasonably interfere with Vendor's business.

14. **Subcontractor Disclosure**: Vendor shall identify to City technical staff all of its strategic business partners related to services provided under the Agreement, including, but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with Vendor, who will be involved in any application development and/or operations.

15. **Third-Party Vendors**: Vendor may use third-party vendors to provide services to City. Vendor must ensure that any third-party vendor is also SOC2 compliant and must provide to the City evidence of compliance upon City request.

16. **Business Continuity**: Vendor will maintain a comprehensive continuity of operations plan consistent with SOC2 requirements and will regularly review and update the plan as necessary. Vendor will provide the City with notice of any changes to the continuity of operations plan that may impact the City's use of the services under the Agreement.

    a. In the event of a disruption of Vendor's operations, Vendor will use commercially reasonable efforts to restore service as soon as possible, consistent with SOC2 requirements.

    b. Vendor will conduct regular tests of its continuity of operations plan to ensure that it is effective and up-to-date.

17. **Operational Metrics**: Vendor and the City technical staffs shall reach agreement on operational metrics and document these metrics in the Agreement or elsewhere in writing. Examples include, but are not limited to:

    a. Advance notice and change control for major upgrades and system changes

    b. System availability/uptime guarantee/agreed-upon maintenance downtime

Offsite/Cloud Addendum - 4

     c.   Recovery time objective/recovery point objective

     d.   Security vulnerability scanning

18. **Third Party Supplier Access to City Data**: Vendor will provide an initial list of suppliers with access to City data and maintain the list for the duration of the Agreement. Vendor will notify the City within 90 days of any change to the supplier list.

This Addendum is part of the Agreement. In the event of any inconsistency between provisions of the Agreement and this Addendum, the provisions most stringent on Vendor shall control.

Signature on this Addendum may be by ink, pdf, email, fax, electronic signature or other electronic means, or any combination thereof, in which case such signature(s) will deemed an original signature.

VENDOR:

By: _____

Printed Name: Joshua Feasel

Title: President

Email Address of Signer: josh@orangeboyinc.com

OrangeBoy Incident Reporting_20251020_SD

Final Audit Report   2025-10-29

"OrangeBoy Incident Reporting_20251020_SD" History

📄 Document created by Marista Jorve (mjorve@everettwa.gov)
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✉ Document emailed to Kevin Walser (kwalser@everettwa.gov) for approval
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✉ Document emailed to Joshua Feasel (josh@orangeboyinc.com) for signature
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Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2025-10-29 - 5:16:33 PM GMT - Time Source: server

Agreement completed.

2025-10-29 - 5:16:33 PM GMT

OrangeBoy, LLC 10_29_2025

Final Audit Report 2025-10-31

Created:	2025-10-29
By:	Marista Jorve (mjorve@everettwa.gov)
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Transaction ID:	CBJCHBCAABAAC-4ZO7oG_gvTdd4ZwCnPAtUovVQ0F-aG

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📄 Document created by Marista Jorve (mjorve@everettwa.gov)
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✉ Document emailed to Joshua Feasel (josh@orangeboyinc.com) for signature
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📄 Email viewed by Joshua Feasel (josh@orangeboyinc.com)
2025-10-30 - 0:01:13 AM GMT

🖊 Document e-signed by Joshua Feasel (josh@orangeboyinc.com)
Signature Date: 2025-10-31 - 1:58:41 PM GMT - Time Source: server

✅ Agreement completed.
2025-10-31 - 1:58:41 PM GMT