

RSI SERVICES AGREEMENT

This Agreement is made and entered into by Canyon County ("County"), a duly formed and existing County pursuant to the laws and constitution of the state of Idaho, and RIGHT! SYSTEMS INC (hereinafter "RSI"), with a local address of 1097 N. Rosario St. Suite 101, Meridian, Idaho 83642. The County's Board of County Commissioners ("Board") possesses the authority pursuant to Idaho Code §§ 31-801 and 31-828 to approve this Agreement. Furthermore, County's purchase of the Services, as defined in this Agreement, is exempt from procurement requirements under Idaho Code § 67-2803(4). The parties agree as follows.

1. **STATEMENT OF WORK.** RSI shall provide to County the Services set out in the Statement of Work (hereinafter "Services"), which is attached hereto as Exhibit A and incorporated by reference. Services also include all of the work required, implied, or reasonably inferable from this Agreement, including providing the labor, supervision, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, access rights, and all necessary permits, required for the provision of Services at RSI's sole expense. RSI shall also furnish any legally required surety bonds and insurance. RSI shall provide the Services:
 - a. in accordance with the terms and subject to the conditions set forth in Exhibit A and this Agreement;
 - b. using personnel of required skill, experience, and qualifications;
 - c. in a timely, workmanlike, and professional manner;
 - d. in accordance with the highest professional/generally recognized industry standards in RSI's field; and
 - e. to County's satisfaction.
2. **COMPENSATION.** The County has pre-paid RSI as detailed in Exhibit A, incorporated herein by reference, for a grand total of Eight Thousand Dollars (\$8,000) hereinafter ("Fixed Price Contract Amount"), subject to the conditions of this Agreement. The County is exempt from sales tax pursuant to Idaho Code § 63-3622O(f).
3. **CHANGES IN WORK.** As detailed in Exhibit A a "change order" is a written instrument signed by the County and RSI, stating their agreement upon a change in the work, any adjustment in the Fixed Price Contract Amount, and any adjustment in the time for performance of the work. The Parties agree to the Change Management Process detailed in Exhibit A.
 - a. The County shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or time for performance. Changes in the work may be accomplished after execution of this Agreement, and without invalidating this

Agreement, by a change order, subject to the limitations stated in this section. Changes in the work shall be performed under applicable provisions of this Agreement, and RSI shall proceed promptly, unless otherwise provided in the change order.

- b. Any change order prepared, including those arising by reason of the parties' Agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including all direct, indirect, and consequential costs associated with such change, and any and all adjustments to the Fixed Price Contract Amount and time for performance. In the event a change order increases the Fixed Price Contract Amount, RSI shall include the work covered by such change order in RSI's Request for Payment as if such work were originally part of this Agreement.
- c. By the execution of a change order, RSI agrees and acknowledges that it has had sufficient time and opportunity to examine the change in work which is the subject of the change order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect RSI's ability to perform in accordance with the change order.

4. TERMINATION. This agreement shall be effective when signed by the parties and thereafter shall remain in effect for ninety (90) days or until the completion of this service engagement, unless earlier terminated as specified below:

- a. *For cause.* Contractor default occurs if RSI fails to perform any of the covenants or conditions of this Agreement or RSI fails to prosecute the work so as to endanger performance of this Agreement, and RSI does not cure such defects in performance within ten (10) calendar days after receipt of written notice from the County informing it of such defects in performance. If at the end of such cure period, RSI is still in default or noncompliance, then the County may terminate this Agreement. Upon such termination, the County may pursue any and all legal, equitable and other remedies available to the County. RSI shall be liable for any and all expenses that are incurred by the County as a result of the default, including, but not limited to, the costs of procuring substitute performance, legal fees, and losses incurred due to default.
- b. *For convenience.* Either party may terminate this Agreement for its convenience at any time upon thirty (30) calendar days written notice to the other party, and, upon such termination, the County's sole obligation shall be to pay for services satisfactorily rendered to the date of such termination.
- c. *Immediate termination.* Notwithstanding any other provision in this Agreement, the County may terminate this Agreement immediately if RSI becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of RSI, or if RSI makes an assignment for the benefit of creditors.

- d. *Mutual termination.* The parties may terminate this Agreement at any time, in whole or in part, by mutual written Agreement executed by both parties.
- e. *Notice.* Notice under this Agreement shall be effective when actually delivered. If mailed, notice shall be deemed effective forty-eight (48) hours after mailing registered or certified mail, postage prepaid.
- f. *Compensation in event of termination.* In the event of termination prior to completion of the project, RSI shall be entitled to be paid for services satisfactorily rendered to the date of such termination. In no event shall RSI be entitled to recover anticipated profits or consequential damages from the County on account of a termination for convenience.

5. **INTELLECTUAL PROPERTY INDEMNIFICATION.** RSI shall indemnify and defend the County, elected officials, officers, agents, employees, representatives, externs, interns, and volunteers, at RSI's expense, against any action brought by a third party against the County to the extent that the action is based upon a claim that the products or services provided directly infringes any copyrights or U.S. patents or misappropriates any trade secrets, and RSI will pay those costs and damages finally awarded by a court of competent jurisdiction against County in any such action that are specifically attributable to such claim or those costs and damages agreed to by RSI in a monetary settlement of such action. If the County's use of the products or services is, or in RSI's opinion is likely to become, enjoined as a result of an infringement claim, RSI will, at its option and expense, either:

- a. procure the right to continue providing the products or services;
- b. replace or modify the products or services so that it becomes non-infringing and remains functionally equivalent; or
- c. if, despite its commercially reasonable efforts, RSI is unable to do either (i) or (ii), RSI will accept return of the products or services, terminate the rights herein, and pay to the County a prorated refund of the money paid to RSI for the purchase of such products or services.

Notwithstanding the foregoing, RSI will have no obligation with respect to any infringement claim based upon (a) any use of the products or services that is not in accordance with this Agreement or the corresponding documentation of the products or services; (b) any use of the products or services in combination with other products or equipment not supplied by RSI if such infringement would not have arisen but for such combination; or (c) any modification of the products or services by any person other than an individual with the requisite licensure and/or certification if such infringement would not have occurred but for such modification. This Section states RSI's entire liability, and the County's sole and exclusive remedy, for infringement claims and actions. The

foregoing obligations are subject to the County notifying RSI promptly in writing of such action, giving RSI sole control of the defense thereof and any related settlement negotiations, and, at the RSI's reasonable request and expense (including reasonable attorneys' fees), assisting in such defense.

6. CONFIDENTIAL INFORMATION.

a. *Definition.* Any information that is clearly labeled as "Confidential Information" and is relating to, or derived from, RSI's products and services is the Confidential Information of RSI. By labeling information provided to the County as "Confidential Information," RSI certifies that it believes that such information qualifies as a trade secret under Idaho Code § 74-107(1). Confidential Information does not include information that a party can prove:

(i) is now or later becomes generally available to the public without fault of the party who received such information;

(ii) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party;

(iii) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or

(iv) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it.

b. *Indemnification.* In the event that County receives a public records request for Confidential Information, and County denies the public records request – in whole or in part – in reliance on RSI's certification herein that such information constitutes a trade secret pursuant to Idaho Code § 74-107(1), then RSI shall indemnify, defend, and hold harmless County, its elected officials, officers, agents, employees, representatives, externs, interns, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with litigation involving whether any documentation under this Agreement is exempt from public disclosure.

c. *Disclosure.* The County may disclose Confidential Information to the extent required by judicial or legislative order, or subpoena, provided that it gives RSI reasonable prior notice of such disclosure and, if feasible, the opportunity to object to or seek to limit such disclosure.

7. WARRANTIES

a. *RSI Warranties.* RSI represents and warrants that (1) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (2) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth

in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of County against loss, damage, theft, or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

- b. *Disclaimer of Warranty.* Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

8. LICENSE AND PROPRIETARY RIGHTS.

- a. *Proprietary Rights of County.* As between County and RSI, except for such pre-existing materials identified in Exhibit A all deliverables shall remain the sole and exclusive property of County, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights.
- b. *Proprietary Rights of RSI.* As between RSI and County, except for such pre-existing materials identified in Exhibit A RSI has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to County, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI"). RSI has no right or license to use County's trademarks, service marks, trade names, trade names, logos, symbols, or brand names.

9. INSURANCE. Without limiting the County's right to indemnification, RSI shall secure and provide to the County, and receive approval of such by the County, prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- a. Worker's compensation insurance as required by Idaho statutes for RSI and any agents, employees, and staff that RSI may employ.
- b. Commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, property damage, and independent contractor's liability (if applicable), in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall name as additional insured and protect the County, and its officers, agents, and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with RSI's acts.

- c. Errors and omissions liability insurance coverage, including contractual liability, in an amount not less than \$1,000,000, and RSI shall maintain such coverage for at least two years from the termination of this Agreement. During this two-year period, RSI shall use RSI's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.
- d. RSI shall either include all subcontractors as insured under its insurance policies or furnish separate certificates and endorsements for each subcontractor.

10. INSURANCE POLICY TERMS. The aforementioned commercial general liability insurance, business auto liability insurance, and errors and omissions liability insurance policies of RSI shall contain, or be endorsed to contain, the following provisions:

- a. County, its officers, officials, employees, and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of RSI's products, services, and completed operations of RSI; premises owned, leased or used by RSI; and automobiles owned, leased, hired, or borrowed by RSI. The coverage shall contain no special limitations on the scope of the protection afforded to the County, its officers, officials, employees or volunteers. For the commercial general liability insurance policy, the aggregate shall be on a per-project basis.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- c. RSI's insurance policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11. PERSONAL LIABILITY. In no event will any employee, elected official, officer, or representative (collectively "employee") of the other party be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this AGREEMENT, express or implied.

12. ADMINISTRATION. Each of the parties has designated the following individuals to be its administrator or point-of-contact for the purpose of this Agreement:

RSI

Administrator name: Chris Culig
 Administrator email: chris.culig@rightsys.com
 Administrator cell phone: _____
 Administrator address: _____

County

Administrator name: Steve Webb

Administrator email: steve.webb@canyoncounty.id.gov
Administrator cell phone: _____
Administrator address: _____

Communications to coordinate efforts between the parties with regard to this Agreement shall be made between these individuals or their designee. A party must provide written notice to the other party to change the point-of-contact and contact information within two (2) business days of changing the point-of-contact.

13. INDEPENDENT CONTRACTOR.

- a. RSI is an independent contractor and is not an employee, servant, agent, partner, or joint venture of the County. The County shall determine the work to be done by RSI, but RSI shall determine the legal means by which it accomplishes the work specified by the County.
- b. Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by the County on behalf of RSI or the employees of RSI. RSI shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. RSI understands that RSI is responsible to pay, according to law, RSI's income tax. RSI further understands that RSI may be liable for self-employment (Social Security) tax to be paid by RSI according to law.
- c. Because RSI is engaged in its own independently established business, RSI is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the County.

14. REPRESENTATIONS.

RSI represents as follows:

- a. Neither it nor any of its principals are related to a County commissioner or other County official by blood or marriage within the second degree of kindred.
- b. RSI agrees to comply with all federal, state, city, and local laws, rules, and regulations in any way affecting the Agreement, or the work performed under the Agreement.
- c. RSI possesses the skill, experience, licenses, and permits required to provide the services and products under this Agreement.
- d. There are no judgments, liens, actions, or proceedings existing or pending against it that would materially affect its ability to enter into or perform under this Agreement.
- e. RSI is duly organized, validly existing, and in good standing under the laws of the state in which it resides. RSI is duly authorized to conduct business in the state of Idaho, and has all necessary corporate powers to enter into this Agreement.
- f. RSI warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. RSI acknowledges that it will be liable for any breach of this warranty.
- g. RSI shall provide services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- h. RSI understands it may not use the name or seal of County in advertising, publicity, or any other promotional endeavor without prior written consent from RSI in each instance. RSI may not represent that any product or service provided by RSI has been approved or endorsed by County.

County represents as follows:

- a. County acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

- b. County represents that it has the power and authority to enter into and perform its obligations under this agreement.
 - c. County agrees that it will have no right to control or direct the details, manner, or means by which RSI accomplishes the results of the services performed hereunder. RSI has no obligation to work any particular hours or days or any particular number of hours or days other than otherwise set forth in this agreement. RSI must not let its other contracts or services interfere with the performance of its services under this Agreement.
15. **NON-APPROPRIATION.** In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the state of Idaho, the County may cancel this agreement for any fiscal year when the necessary funds for the fulfillment of this agreement are not budgeted for, and appropriated by, the County. The County may, solely at its option, at the end of any fiscal year of the County, cancel this contract, without penalty, if the County determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted for. The County's fiscal year commences on the 1st day of October of each year and terminates on the 30th day of September of the following year.
16. **CONTROLLING LAW.** This Agreement is to be construed and enforced in accordance with the laws of the United States and of the state of Idaho without regard to its conflict of law provisions.
17. **CHOICE OF FORUM.** No party may commence any action, litigation, or proceeding against the other party in any way arising from or relating to this Agreement (including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims), in any forum other than the courts of the State of Idaho sitting in Canyon County, and any appellate court from any thereof, or, if such court does not have subject-matter jurisdiction, the United States District Court for the District of Idaho. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and must bring any such action, litigation, or proceeding only in such courts. A final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
18. **WAIVER OF JURY TRIAL.** The parties hereby waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement or any of the transactions contemplated therein, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law or statutory claims. The parties represent that each has reviewed this waiver and each knowingly and voluntarily waives its jury trial rights. In the event of litigation, a copy of this Agreement may be filed as written consent to a trial by the court.

19. **EQUAL EMPLOYMENT OPPORTUNITY.** RSI shall comply with all provisions of federal, state and local laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.
20. **CONTRACTOR PERSONNEL.** RSI agrees that the County may request a replacement or deny access of any Contractor personnel believed unable to carry out the responsibilities of this Agreement, or unsuitable for working within the environment.
21. **DRUGS AND ALCOHOL.** No alcoholic beverages, illegal drugs under state and federal laws, non-prescribed controlled substances, or otherwise legal, but illicitly used substances that may impair a person's job performance or pose a safety hazard (collectively "Prohibited Substances") shall be allowed on the County's property. Illicitly used substances include prescription drugs obtained without proper medical authorization for the user and prescribed drugs, over-the-counter drugs, and other substances not being used for their intended purposes or at intended dosage. The only permitted possession and use of controlled substances on any County property shall be prescription medicines, properly dispensed by a licensed medical practitioner, which, in that medical practitioner's judgment, do not impair the person's ability to perform work safely and competently. The County may remove from County property any person suspected or found to be using, under the influence of, in possession of, or selling or attempting to sell a Prohibited Substance on County property.
22. **FORCE MAJEURE.**
 - a. "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party. Force majeure event shall not include, however, a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, or a change in the law.
 - b. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (i) that party uses reasonable efforts to perform those obligations, (ii) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (iii) that party complies with its obligations under this section.
 - c. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

23. **SEVERABILITY.** This Agreement is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement shall be deemed amended accordingly.
24. **ASSIGNMENT.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, (1) any discretion granted under this Agreement, (2) any right to satisfy a condition under this Agreement, (3) any remedy under this Agreement, or (4) any obligation imposed under this Agreement. Any purported transfer in violation of this section will be void.
25. **ATTORNEY FEES.** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this agreement.
26. **BINDING AUTHORITY.** The member of RSI signing below represents that they have full authority to enter into this Agreement on behalf of RSI, knowing that the County will rely thereon.
27. **ENTIRE AGREEMENT.** This Agreement, together with the County's request for proposal, the County's addendums, and RSI's proposal, and any exhibits incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and the aforementioned documents, the statements in the exhibits shall control.
28. **MODIFICATION.** This Agreement may only be amended, modified, or supplemented by an agreement executed by the Board and a member of RSI having full authority to legally bind RSI.
29. **AMENDMENTS.** No amendment to, or modification, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to, or termination, or discharge of this Agreement and signed by the individuals having the positions of the signatories to this Agreement.
30. **WAIVER.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or

default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS WHEREOF, the parties have executed this Agreement as dated below.

DATED this 11 day of March, 2026.

RIGHT! SYSTEMS INC.

Kip Poindexter Chief Technology Officer
Signed by:
Kip Poindexter
7A428C7023D74CD...

(name/title)

STATE OF IDAHO)
) ss.
County of _____)

On this ___ day of _____, 2026, before me, a notary public, personally appeared _____, known or identified to me to be the _____ for _____, whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(S E A L)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

Certificate Of Completion

Envelope Id: 7BE95FD9-FC66-44CD-B359-342A8D5DCD19
 Subject: Complete with Docusign: RSI SERVICES AGREEMENT 2026.pdf
 CW_Opportunity_Number:
 Source Envelope:
 Document Pages: 22
 Certificate Pages: 1
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Kathy Shain
 2600 Willamette Drive NE
 Suite C
 Lacey, WA 98516
 kathy.shain@rightsys.com
 IP Address: 24.143.25.57

Record Tracking

Status: Original
 3/11/2026 1:25:34 PM
 Holder: Kathy Shain
 kathy.shain@rightsys.com
 Location: DocuSign

Signer Events

Kip Poindexter
 kip.poindexter@rightsys.com
 Chief Technology Officer
 Right! Systems
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 7A428C7623D74CD...
 Signature Adoption: Pre-selected Style
 Using IP Address: 12.75.216.20

Timestamp

Sent: 3/11/2026 1:36:39 PM
 Viewed: 3/11/2026 1:52:47 PM
 Signed: 3/12/2026 7:56:11 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Event	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/11/2026 1:36:39 PM
Certified Delivered	Security Checked	3/11/2026 1:52:47 PM
Signing Complete	Security Checked	3/12/2026 7:56:11 AM
Completed	Security Checked	3/12/2026 7:56:11 AM

Payment Events

Status

Timestamps

IN WITNESS WHEREOF, the parties have executed this Agreement.

DATED this 12th day of March, 2026.

CANYON COUNTY BOARD OF COMMISSIONERS

- Motion Carried Unanimously
- Motion Carried/Split Vote Below
- Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Brad Holton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 _____ Commissioner Zach Brooks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: JESS URRESTI, CLERK

By: 

Deputy Clerk



PROJECT: Pure NVMe Upgrade
CUSTOMER: Canyon County
OPPORTUNITY: 132315
TERMS: Incorporated Herein
DATE: March 10, 2026

INTRODUCTION

Right! Systems, Inc. (RSI) is pleased to present the following Statement of Work to Canyon County. This Statement of Work outlines the objectives and tasks required to upgrade the County's Pure Storage array from SAS media to new NVMe DFMs. This Statement of work provides the basis for all work done by RSI for this project and is governed by the Terms and Conditions attached hereto and incorporated as a part of this SOW.

STATEMENT OF WORK TEAM

NAME	ORGANIZATION/ROLE	E-MAIL ADDRESS
Chris Culich	RSI/Sr. Account Executive	chris.culich@rightsys.com
Shinji Carmichael	RSI/Solutions Architect	shinji.carmichael@rightsys.com

PROJECT OBJECTIVE AND APPROACH

RSI's statement of work accomplishes the following objectives:

- Upgrade the existing Pure Storage Array from SAS Media to DFM (Direct Flash Module) provided by Pure Storage.

At the conclusion of this engagement, Canyon County and RSI will meet to discuss any next steps and future engagements.

PROJECT SCOPE

The following section defines the stages, activities, and deliverables associated with this project.

- I. Stage 1 – Design and Planning
 - a. Internal and external kickoff meetings
 - b. Determine project timeline and schedule
 - c. Verify array capacity is at or below determined acceptable level
- II. Stage 2 – SAS to NVMe Upgrade
 - a. Initiate data evacuation of existing SAS datapack (1-5 day process)
 - b. After all data is moved, complete the evacuation process
 - i. Remove old SAS drives from the chassis
 - ii. Install new DFMs into chassis
 - iii. Evacuate data from remaining SAS drives
 - iv. Remove remaining SAS datapack
 - v. Install remaining DFMs into chassis
 - c. Verify Array health and proper capacity reporting
- III. Stage 3 – Project Completion



DELIVERABLES

STAGE	DELIVERABLES	DESCRIPTION
STAGE 1	Project Kickoff, Timeline and Schedule	Schedule for project
STAGE 2	Upgrade Pure Array	Fully upgraded pure storage array
STAGE 3	Project Completion Document	Project Completion document for sign off

CUSTOMER REQUIREMENTS

The following section defines the customer requisites needed at or prior to the start of this engagement. This list of requirements may expand based on discovery during the kickoff meeting and planning stage, as well as the ongoing work detailed in the project scope.

- Prerequisites
 - Customer to supply appropriate local and remote access to all systems required for this upgrade
 - Customer to backup environment prior to drive upgrade
 - Customer to supply technical members of RSI Account team with read-only access to Pure1 Dashboard
- Additional Customer requirements
 - Customer to remove data necessary to bring array capacity below 40% utilization

OUT OF SCOPE ITEMS

Any technologies or deliverables other than those specifically noted in the project scope of this SOW are not included as part of this engagement. Activities listed in the project scope are subject to change as needed only to complete the explicit deliverables for each stage. For clarification purposes, some technologies that are out of scope for this engagement include, but are not limited to:

- Any and all technologies not specifically called out as in-scope for this project are out of scope.

ASSUMPTIONS

This Statement of Work is based on the following assumptions. Should an assumption be incorrect, a change request will be required and may result in additional costs to the statement of work.

- Canyon County will be responsible for supplying all applicable hardware, software, and access to the working environment prior to scheduling engineering resources. If resources are scheduled and these items have not been completed, there will be a rescheduling fee up to 1 full day at the standard engineering billing rate.
- Canyon County will be responsible to complete all identified prerequisites prior to scheduling engineering resources. If resources are scheduled and the customer has not completed prerequisites, there will be a rescheduling fee up to 1 full day at the standard engineering billing rate.
- Consensus on project schedule will be agreed upon between RSI and Canyon County. If the schedule is not adhered due to customer related delays, there will be a rescheduling fee up to 1 full day at the standard engineering billing rate.
- Canyon County may need to provide RSI with access to their offices, a convenient place to work, network connectivity and internet access while onsite.
- Sufficient power, cooling, rack space, and cabling is required for any hardware related to this engagement and is the sole responsibility of Canyon County.
- Hardware, software, or licensing needed for the solutions being deployed or upgraded in the environment is the sole responsibility of Canyon County.

- Administrative-level permissions for particular hardware or software components of the environment may need to be provided to RSI for the duration of this engagement.
- Service-impacting activities may require maintenance windows for scheduled downtimes.
- Canyon County resources will need to be available as requested by RSI team members. Technical support from the provider of any hardware or software related to this engagement may be required, both during and after business hours.
- RSI is not responsible for any hardware or software failures not caused directly or indirectly by RSI negligence or willful misconduct during this project which could potentially cause the schedule for project completion to be delayed. RSI may submit a Change Order to readjust the cost of this agreement based on the circumstances.
- Project estimates do not include time or costs associated with hardware or software-related support incidents not caused directly or indirectly by RSI's negligence or willful misconduct. Those incidents that result in RSI needing to open a vendor-related issue on behalf of Canyon County may be viewed as a Change Order to this agreement and will require a Change order to be executed RSI may need to pause the project until the Change Order is fully executed by both parties.
- Expected Activities in the scope define a framework of activities for this engagement and are subject to minor alterations to effectively complete the project deliverables for each stage.

CHANGE MANAGEMENT PROCESS

This statement of work may be amended upon agreement of both RSI and Canyon County and the execution of a modification to the statement of work (Change Order). Both RSI and Canyon County may request a Change Order. All requests for a Change Order shall be made in writing to the other party. If the requested Change Order results in a deviation to the activities or deliverables, both RSI and Canyon County may agree to an adjustment of the price and schedule, as applicable, and as referenced in the Change Order.

RSI will consider a Change Order necessary for reasons including, but not limited to, the following:

- An identified prerequisite is not complete
 - Any prerequisites identified in this statement of work or subsequent discussions with Canyon County that are not complete prior to the start of this engagement (or particular stage of this engagement where those prerequisites are necessary) may require a change in schedule and Change Order to accommodate the time lost as a result of the prerequisite(s) not being met.
- A change is scope of approach
 - If, during the project activities, RSI determines the project cannot continue or complete without a Change Order, RSI will attempt in good faith to immediately reach Canyon County to discuss the impact and potential Change Order. Any delays in execution of a Change Order to address an activity or deliverable needed to continue or complete the project may result in scheduling delays. Architectural or environmental conditions not previously identified are a common reason for this potential Change Order.

PROJECT TEAM

Project Engineer(s)

The role of the Project Engineer is to lead day-to-day project activities, adjusting as needed during the progression of the work described in the project scope. Common Project Engineer tasks include, but are not limited to:

- Performing daily activities that deliver the project scope
- Implementation of all technical solutions put forth in this SOW
- Creation and development of project documentation deliverables
- Leading meetings necessary for project deliverables
- Technical review of progress with the team

Project Architect

A Right! Systems Project Architect may be assigned to the project to assist with the technical accuracy of project deliverables. The Project Architect may oversee, review, and validate all technical details, participate in kickoff meetings, and work with the Project Engineer during any planning and design stages. Specific Project Architect tasks may include, but are not limited to:

- Providing technical thought leadership to the team to ensure successful delivery of the project scope
- Review of service-related documentation and implementation of the project
- Orchestrate the technical efforts to deliver a comprehensive solution

Note: If applicable, Project Architect activities will be conducted in a remote capacity

Project Manager / Project Coordinator

RSI will assign a Project Manager ("PM") or Project Coordinator ("PC") to act as a single point of contact for Canyon County, for the management of the services set forth in this SOW. The PM/PC employs formal project management techniques and methodologies based on best practice and industry standards. Project management tasks may include, but are not limited to:

- Acting as the single point of contact and accountability for successful delivery of this Statement of Work, maintaining a focus on time, cost, and scope
- Coordination of kick-off, status, and closure meetings
- Establishing and managing the services schedule, deliverables, and status reporting
- Confirmation of delivered milestones and services in accordance with this SOW
- Obtaining service completion and project sign-off from Canyon County

Note: PM/PC activities will be conducted primarily in a remote capacity

PROJECT PRICING

i Based on the requirements gathered from Canyon County and work plan detailed in the project scope section of this Statement of Work, the following represents the pricing related to this project.

This project is being performed on a Fixed-Price Basis

ENGAGEMENT	PRICE
Pure NVMe Upgrade	\$8,000.00
Total	
\$8,000.00	

If additional work is required to complete any activities or deliverables not defined in this scope of work, an executed change order will be required.

Pricing put forth in this SOW is based on normal working hours of Monday through Friday, 8:00 AM – 5:00 PM, with after-hours, weekend, and holiday rates taken into consideration as appropriate for specific portions of the engagement. Scheduled dates for performance of the services detailed within will be determined as part of the project kickoff.

Canyon County acknowledges that RSI will confirm scheduling only upon receiving this signed, executed agreement, and an accompanying purchase order if required.

Pricing does not include any associated costs for hardware, software, licensing, or materials directly or indirectly related to this engagement.

RSI will invoice Canyon County monthly based on progress of the project.

TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project, it is expected and agreed upon that Canyon County will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to Canyon County. These expenses may include airfare, rental car, parking, ground transportation, tolls, meals, and lodging.

TRAVEL AND EXPENSE	ESTIMATE OF COST
Estimate	\$800.00
Total	
\$800.00	

TERMS AND CONDITIONS

These terms ("**Agreement**") govern the purchase of Services (defined below), from Right! Systems Inc. ("**RSI**") by the customer identified below ("**Customer**") and its Affiliates. This Agreement applies to this statements of work for Services entered by Customer and its Affiliates ("**SOW**"). As used herein, "**Affiliates**", meaning any entity controlled by, controlling, or under common control with a party.

I. SERVICES

Subject to the terms and conditions of this Agreement, RSI will provide the services described in this SOW and deliver the specific deliverables and supporting materials to be provided in connection with such services (collectively "**Services**") in accordance with the specifications and for the fees set herein.

II. WARRANTIES

Limited Warranties. During performance and for a period of thirty (30) days following performance of any Services ("**Warranty Period**"), RSI warrants the Services will be performed using the generally recognized commercial practices and industry standards applicable to the Services when performed and conform materially to the written specifications set forth herein (hereinafter "**Warranties**"). Any third-party equipment, devices, hardware, firmware, software, technologies, or services ("**Third Party Products**") included in Services are not warranted or guaranteed by RSI.

Customer agrees to provide prompt notice of any service concerns or non-conformity. If Customer notifies RSI of a non-conformity of a Service during the Warranty Period and the Services do not conform in all material respects to the Warranties, RSI shall, as its sole liability and Customer's sole remedy, promptly reperform any Service that failed to conform to the Warranties or otherwise use reasonable efforts to correct non-conformities in the Services or provide a workaround.

Disclaimer of Warranty. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THE FOREGOING SECTION, (A) RSI MAKES NO WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, (B) RSI SPECIFICALLY DISCLAIMS WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, AND NON-MISAPPROPRIATION, AND (C) RSI SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS THAT MIGHT ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, RSI PROVIDES NO WARRANTY OR GUARANTEE OF THE OUTCOME OF ANY TESTING, ASSESSMENT, OR REMEDIATION METHODS. RSI SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND RELATED TO ANY THIRD PARTY PRODUCTS.

Exclusions. RSI's Warranties do not cover claims resulting from: (a) Customer's improper use, site preparation, or site or environmental conditions, or non-compliance by Customer with applicable specifications, data sheets and their supplements, or supplier warranties; (b) nonconformity resulting from Customer's designs and specifications; (c) modifications, alterations, combinations, or improper system installation, maintenance, repair, or calibration not performed by RSI or authorized by RSI;

(d) failure or functional limitations of any non-RSI supplied software or product impacting systems receiving RSI support or service; (iv) data security and cybersecurity incidents, including but not limited to incidents related to malware, viruses, ransomware, unauthorized access, phishing, denial-of-service attacks, data breaches, insider threats, zero-day exploits, hardware vulnerabilities, third-party security incidents; or (e) abuse, negligence, accident, fire or water damage, electrical disturbances, or other causes beyond RSI's control.

III. INVOICING AND PAYMENT

Payment. Customer agrees to pay all invoiced amounts as provided in this SOW. Payments are due within thirty (30) days of RSI's invoice date. RSI may accept payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of RSI's right to collect the balance or an accord and satisfaction notwithstanding RSI's endorsement of a check or other instrument.

Late Payment. Any invoiced amounts not paid when due may, at RSI's option, bear interest at the lesser of 1.5% per month or the maximum rate allowable under applicable law, calculated commencing on the due date until paid in full. In addition, failure of Customer to fully pay any invoiced amounts when due shall be deemed a material breach of this Agreement, and RSI may suspend or cancel this SOW, or the Services to be performed thereunder in addition to any other rights and remedies RSI may have at law or in equity. Any suspension, cancellation or termination hereunder does not relieve Customer from paying past due fees plus interest and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. All prices are exclusive of, and Customer shall be responsible for the payment of, any customs or other import duties, sales, use, value added, excise, goods and services, federal, state, local or other similar taxes, tariffs, levies or duties ("**Taxes**"). In any case or jurisdiction where RSI is required to collect such Taxes, the appropriate amount shall be added to Customer's invoice and paid by Customer, unless Customer provides RSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Each party shall be responsible for filing and paying their own taxes based on income.

IV. NON-SOLICITATION; NO HIRE

Customer shall not directly or indirectly hire, solicit, or contract with any of RSI's current or former employees or contractors who provided Services during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement; provided that the foregoing will not prevent Customer from hiring or otherwise engaging anyone who responds to a general advertisement or job posting.

V. CONFIDENTIAL INFORMATION

Information exchanged during the course of this Agreement will be treated as confidential if labeled or identified as such at disclosure or if reasonably understood by the receiving party to be proprietary, trade secret or confidential information due to its nature and circumstances of disclosure ("**Confidential Information**"). Confidential Information shall not include information that (a) is as of the time of its disclosure or thereafter becomes part of the public domain through no breach of this

Agreement, (b) is rightfully known to or in the possession of the receiving party at the time of its disclosure without an obligation of confidentiality, (c) is independently developed by the receiving party without reference to or use of disclosing party's Confidential Information, or (d) is lawfully obtained by the receiving party from a third party without restriction and without breach of this or any other agreement. During the term of this Agreement and after the termination of this Agreement, each party agrees to maintain the confidentiality of the other party's Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no case with less than reasonable care, and shall not disclose the other party's Confidential Information except to the receiving party's employees, contractors, agents, legal counsel and accountants who have a need to know the information in connection with this Agreement or the Services and who are subject to a written agreement or professional obligation that prohibits unauthorized disclosure of the Confidential Information.

If the parties previously entered into or subsequently enter into one or more agreements primarily intended to be a non-disclosure or confidentiality agreement with respect to the Confidential Information (each a "**Confidentiality Agreement**"), such Confidentiality Agreement(s) shall be and remain in full force and effect. In the event of any conflict between the terms of this Agreement and the terms of any such Confidentiality Agreement, the terms of this Agreement shall control.

VI. INFORMATION SECURITY AND LEGAL COMPLIANCE

Personal Information. Each party shall comply with their respective obligations under applicable data protection laws. RSI does not intend to have access to personally identifiable information ("**PII**") of Customer or others in providing Services. To the extent RSI has access to PII stored in Customer Systems, such access will likely be incidental, and Customer will remain the data controller of such PII at all times. RSI will use any PII to which it has access strictly for the purposes of delivering the Services. As used in this Agreement, "**Customer Systems**" means all hardware, software, firmware, devices, technologies, and equipment, owned, licensed, or operated by Customer, including but not limited to Customer's infrastructure, platforms, environments, and associated technologies, whether hosted on-premises or in the cloud.

Data Integrity and Protection. Unless explicitly stated, the Services do not include implementation of encryption or other security measures or safeguards, or any security or compliance testing or assessments, for Customer Systems. Customer acknowledges and agrees that RSI is not responsible for the privacy, security, or authenticity of any information or data transmitted through or stored in any device or technology, and that RSI does not guarantee that any firmware, software, hardware, device, technology, or equipment is free from defects, including but not limited to defects that could cause security vulnerabilities. Customer is responsible for security vulnerabilities related to or arising from the Customer Systems and Customer's actions, and for assessing, implementing, and enhancing its security measures and protocols to safeguard its Customer Systems, ensure the security and protection of its business-critical data, and guard against emerging threats and unauthorized access by third parties. This responsibility extends to securing, protecting, and backing up all data stored in Customer Systems. Both parties shall

collaborate to promptly address any security concerns that may arise during the term of this Agreement.

VII. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of Customer. As between Customer and RSI, all information and data provided by Customer to RSI or accessed by RSI in Customer Systems ("**Customer Data**") and all Customer Systems shall remain the sole and exclusive property of Customer. Customer hereby grants to RSI a non-exclusive, worldwide, royalty-free right and license under Customer's intellectual property rights to access and use the Customer Data and Customer Systems as necessary to perform the Services. Customer agrees to secure any licenses, rights, or permissions from third parties as required for RSI to access and use the Customer Data and Customer Systems in connection with performing the Services.

Proprietary Rights of RSI. As between Customer and RSI, the Services and all information and materials used by RSI to provide the Services to Customer, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes, and all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "**RSI Materials**"), shall remain the sole and exclusive property of RSI. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to RSI all rights, title, and interest which Customer may have in and to the RSI Materials. Customer acknowledges and agrees that RSI is in the business of providing IT services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services. If any deliverables are created by RSI specifically for Customer and identified as such in an SOW, RSI hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

VIII. LIMITATION OF LIABILITY

Limitation of Liability. NEITHER PARTY SHALL HAVE LIABILITY FOR LOST REVENUES OR PROFITS, DOWNTIME COSTS, LOSS OR DAMAGE TO DATA, OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This provision does not limit either party's liability for death or bodily injury caused by their negligence; acts of fraud; nor any liability which may not be excluded or limited by applicable law.

Maximum Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES (INCLUDING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT) SHALL RSI'S AGGREGATE LIABILITY TO CUSTOMER IN CONNECTION WITH THIS SOW EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO RSI BY CUSTOMER PURSUANT TO THIS SOW FOR THE SERVICES WITHIN THE PRECEDING TWELVE (12) MONTH PERIOD FROM THE DATE OF THE INITIAL EVENT RESULTING IN LIABILITY.

IX. TERMINATION

Term. This Agreement shall be effective on the last date signed by the parties and thereafter shall remain in effect until terminated as provided in this Agreement.

Termination of Agreement. Either party may terminate this Agreement upon the completion or earlier termination (not in breach of this Agreement) of the SOW and full payment for all Services through the date of completion or termination, by providing thirty (30) days' prior written notice to the other party. Either party may further terminate this Agreement and (a) if a bankruptcy proceeding is instituted against the other party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy; or (b) in the event the other party breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party (subject to any different cure periods specified).

Either party may terminate this SOW at any time and for any reason by providing thirty (30) days' written notice of termination to the other party and, upon such termination, Customer will pay RSI for the Services provided and delivered, and any travel or other reimbursable expenses, through the date of termination.

Effect of Termination. Termination of this Agreement (whether upon expiration of the term or by earlier termination) does not affect any rights or obligations that are to survive termination or were incurred by the parties before the termination. All indebtedness of Customer to RSI of any kind is immediately due and payable on the effective date of termination, without further notice to Customer.

X. MISCELLANEOUS

Global Trade Compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers any information or technology provided under this Agreement, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. RSI may suspend its performance under this Agreement to the extent required by laws applicable to either party.

Entire Agreement; No Modification. This SOW sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and merges and supersedes all prior understandings, agreements, representations and warranties (whether written, verbal or implied). None of the terms of this Agreement may be modified or amended except by a written agreement signed by the parties hereto.

Independent Contractors. The relationship of the parties is that of independent contractors, and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between Customer and RSI. Each party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.

Customer Identification. During the term of this Agreement, Customer agrees that RSI may use the name and logo of and identify Customer as an RSI Customer on RSI's website and in

RSI's advertising, publicity, or similar materials promoting RSI Services.

Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control (each a "Force Majeure Event"), whether or not foreseeable, except for payment obligations. The obligations and rights of a party excused from performance due to a Force Majeure Event will be extended on a day-to-day basis for the period equal to that of the underlying cause of the delay.

Governing Law; Attorneys' Fees. This Agreement, and all matters arising under or in connection with this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to principals of conflicts of laws. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive such prevailing party's reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

Assignment. Neither party may assign, without the prior written consent of the other party, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement. Subject to the foregoing, this Agreement shall be legally binding upon and inure to the benefit of the parties' heirs, successors and assigns.

Notices. All notices provided hereunder must be given in writing, refer to this Agreement and be personally delivered or delivered or sent by overnight courier, or registered or certified mail (return receipt requested) to the address designated by each party in the SOW, or if no address for notices is provided to the signature block below, along with a copy by e-mail if an e-mail address is designated by a party. Each such notice shall be deemed given, delivered and received at the time delivered by hand, if personally delivered; three (3) business days after being deposited in the mail, if mailed; and the next business day after timely delivery to the courier, if sent by overnight air courier guaranteeing next business day delivery. The parties agree that notices provided via electronic means and confirmed by the other party as received shall satisfy any requirement for written notice hereunder, and shall be deemed given, delivered and received when receipt acknowledged. Either party may from time to time change its address by giving the other party notice of such change.

No Waiver. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered the same document. The delivery of a signed electronic copy of this Agreement shall have the same binding effect as delivery of an original signed copy. Each party agrees that electronic signatures to this Agreement have the same force and effect as manual signatures.

AGREEMENT

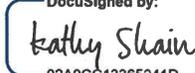
i Authorized Signatories. Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and is signed by an authorized representative of such party.

CUSTOMER PO: _____

If no customer PO is provided, RSI will use the following PO for invoicing purposes: OPP132315

This Statement of Work is valid for signature 30 days from March 10, 2026.

Right! Systems Inc.

DocuSigned by:

02A0CC43265241D
Authorized Signature

Kathy Shain

Printed or Typed Name

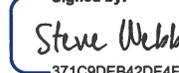
Dir PMO

Title

03/11/2026 | 08:00 PDT

Date

Canyon County

Signed by:

371C9DEB42DE4F0...
Authorized Signature

Steve Webb

Printed or Typed Name

Chief Technology Officer

Title

03/10/2026 | 18:40 PDT

Date