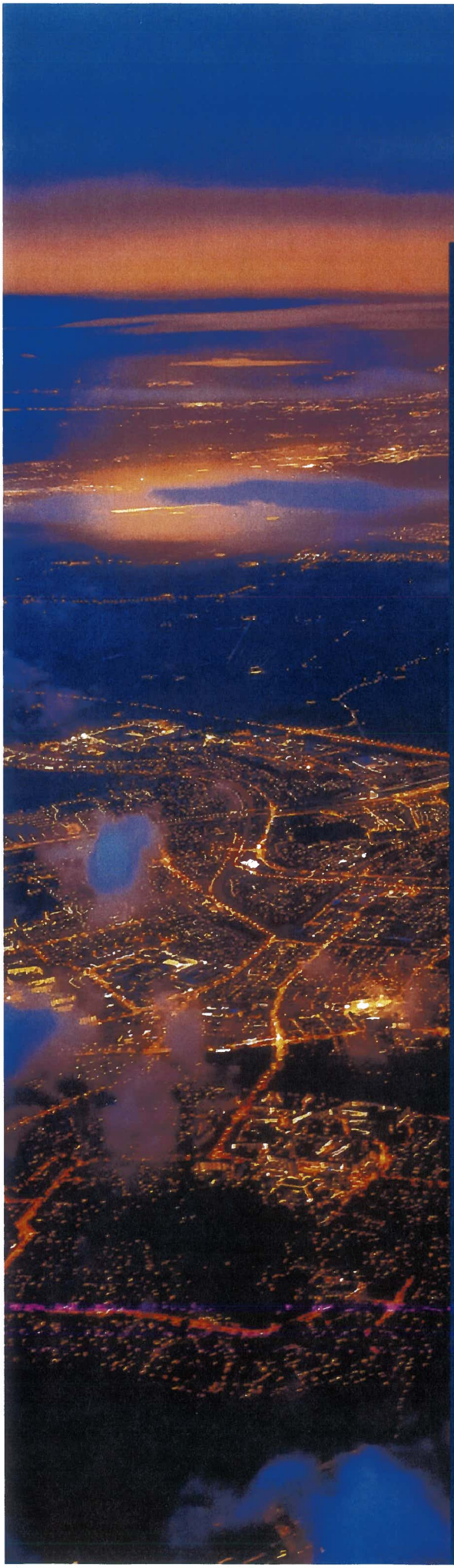

CANYON COUNTY

T&M AGREEMENT

ONBASE UPGRADE ASSISTANCE

SEPTEMBER 18, 2026

DataBank

A KYOCERA GROUP COMPANY

DATABANK "TIME AND MATERIALS" SERVICES AGREEMENT

This TIME & MATERIALS SERVICES AGREEMENT (the "Agreement") is made and entered into effective as of the date that the last party to sign this Agreement has executed the same (as indicated by the date entered by such party with its signature below) (the "Agreement Effective Date") by and between DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 and Canyon County (hereinafter referred to as "Customer"), in connection with a certain project ("Project") identified below pursuant to the Master Service and Confidentiality Agreement ("MSA") between Customer and DataBank. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

GENERAL TERMS AND CONDITIONS: The performance of the Services described in this Agreement by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this Agreement is made pursuant to an MSA, the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this Agreement.

PROFESSIONAL SERVICES: The Services to be made available for the Customer shall include assistance with the OnBase upgrade. This will also apply to consulting services as required for Customer. The services will be provided in an accurate, professional manner in accordance with industry standards.

CHARGE AND PAYMENT: Unless one of the following prepayment plans is purchased, Customer will be charged DataBank's standard non-contracted rate(s) for services performed. Telephone support charges (outside the maintenance contract) will be incurred at a (15) minute minimum, commencing at the time of the return call by a DataBank qualified staff. Onsite support charges will be incurred at a (1) hour minimum starting at the time a DataBank employee is dispatched to the Customer site. Travel and Expenses will be incurred on all onsite services.

ESTIMATED: 40 hours ($10,000.00)

Service Level	Contract Type	DataBank Contract Terms	Travel & Expenses
Level A	Time and Materials	$250/hour	N/A

Level A: DataBank Standard service fee for OnBase upgrade assistance.

SCOPE OF WORK: DataBank will use 40 hours of the Professional Services allocated to this agreement for the following:

- **Pre-Upgrade Assessment & Planning** – Review the existing OnBase environments, applicable components, configurations, and upgrade requirements and develop an upgrade plan outlining the anticipated approach, sequencing, prerequisites, and dependencies.
- **Disk Group Configuration & Promotion** – Assist with the configuration and promotion of applicable OnBase disk groups required as part of the upgrade process.
- **OnBase Component Upgrade & Configuration** – Assist with the migration, upgrade, and/or configuration of the required OnBase components within the applicable environments.
- **Environment Testing & Validation** – Perform basic technical verification of each upgraded environment to confirm that applicable OnBase components and services are operational. Customer will be responsible for functional testing and formal User Acceptance Testing (UAT).
- **Rollback & Recovery Planning** – Establish a rollback or recovery approach prior to upgrade activities to provide a defined path for restoration should an issue occur during the upgrade process.
- **Post-Upgrade Validation** – Perform post-upgrade technical validation and confirm that the applicable OnBase environments and components are operational.

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Services will be performed on a time-and-materials basis against the 40 allocated Professional Services hours. Any activities identified during the upgrade that are outside the anticipated scope or require effort beyond the allocated hours will be reviewed with the customer prior to proceeding.

OUT OF SCOPE: Custom Development tasks associated with the Unity Script updates are out of scope.

RESOURCE AVAILABILITY: Customer will need to provide sufficient notice of engagement requests to DataBank for resources since project plan ownership is not a deliverable in this agreement.

PROJECT MANAGEMENT: DataBank will assign a Project Manager/Coordinator or Team Lead who will setup the project in the internal PSA system and coordinate DataBank's technical team personnel and schedules. The hours for these services are included in the overall estimate above.

NON-STANDARD TIME POLICY: Professional Services are considered non-standard time if they are performed outside of standard business hours in Customer's time zone. In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

During non-standard business hours, on-call, standby, and availability time shall be billed at the standard quoted services rate until such time as the Customer engages the resource to perform services. Upon Customer engagement of the resource during non-standard business hours, all subsequent time associated with the engagement, including active service, on-call, standby, monitoring, and waiting time, shall be billed at 1.50 times the quoted services rate for the remainder of the period occurring outside of standard business hours. Any time incurred during standard business hours shall be billed at the standard quoted services rate.

POLICY FOR TRAVEL AND EXPENSES: If applicable, charges associated with travel and expenses are combined into one fixed price milestone per onsite trip. The milestones are calculated at $500 per day per resource and include days of travel and days onsite. Travel requested less than 2 weeks before the planned visit will require a Change Order for additional costs.

PAYMENT TERMS: All payments for subscription services or services outlined in this SOW must be made via Automated Clearing House (ACH) transfer. ACH transfers are required to facilitate timely and efficient payment processing. ACH transfers should be completed within thirty (30) days from the invoice date, unless otherwise agreed upon in writing by both parties.

TERMINATION: This Agreement may be terminated with or without cause by either Party with not less than ninety (90) days prior written notice. The termination, effective upon the agreed termination date, shall result in the cessation of all work. Termination shall not relieve either Party of any obligation accrued prior to the termination date.

RESPONSE TIME OF SERVICE: Standard response time for "Telephone Support" is an average time of 8 hours. This time is started once the service request is initiated with DataBank. Standard response time for "On-site Support" is an average of 1 day. This time is started once the service request is initiated with DataBank. Response to service under contract will be same day attention to problems and will be given priority over non-contracted requests. Responses to non-contracted requests will be on a first come, first serve and resource availability basis. This contract is not a guaranteed response or repair time contract.

DATA SECURITY RESPONSIBILITY: It is the responsibility of the Customer to ensure that all of their data are adequately backed up, duplicated and documented. DataBank will not be responsible for Customer's failure to do so, nor for the cost of restructuring data stored on disks, tapes, memories, etc. lost during the course of performance of services hereunder.

CONFIDENTIALITY: The enclosed materials are proprietary to DataBank. The terms, conditions, and information set forth herein are confidential to DataBank and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prior written consent of DataBank. These materials summarize a proposed solution and are for informational purposes only to assist in your evaluation of DataBank for a proposed solution.

NON-INTERFERENCE: Customer understands and acknowledges that the Company has invested a substantial amount of time and money in training its service technicians. Accordingly, Customer agrees not to attempt to hire, nor accept a request for employment from any systems engineer or other Company employee for a period of one year after the date any such employee has last performed any services for Customer and after termination of this agreement. In the event Customer breaches the terms of this section of the agreement, Customer shall be liable to Company in an amount equal to the applicable employee's documented contract hourly rate (listed above) multiplied by 2,000 hours.

TEST ENVIRONMENT: It is assumed that Customer will provide a test environment that closely resembles the production environment. All testing and modifications should be made in a test environment prior to implementing changes into a production environment. DataBank assumes no responsibility or liability due to changes made in a production environment without prior testing of those changes within a test environment. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.

REMEDY: If DataBank fails to fulfill its contractual obligation; the Customer has the right to recover an equitable amount not to exceed such related service charges as were paid to DataBank pursuant to this agreement. In no event shall DataBank be liable to Customer or any other person or entity, whether in contract, tort or any other basis, for incidental, consequential, indirect, or special damages or liabilities, or for loss of revenue, loss of business or other financial loss arising from services performed by any representative of DataBank.

RENEWAL ADJUSTMENTS: DataBank may increase, decrease or otherwise modify the charges to services specified herein upon sixty (60) days written notice prior to the expiration of this agreement or any renewal term of this agreement.

USE AND DISCLOSURE: This Statement of Work, including all pricing, scope, assumptions, and deliverables, constitutes Confidential Information of DataBank. This Statement of Work is provided solely for Customer's internal evaluation and approval and may not be disclosed to any third party or used for competitive bidding, benchmarking, or solicitation of alternative proposals without DataBank's prior written consent.

NOTICE: Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that the Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.



ACCEPTANCE: This Time & Materials Agreement represents DataBank's offer to perform the services on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this Agreement to DataBank within sixty (60) days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this Time & Materials Agreement, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this agreement and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Time & Materials Agreement as of the date(s) set forth with their respective signatures below.

DataBank IMX, LLC, a Delaware Limited Liability Company	Canyon County
Company Name ("DataBank")	Company Name ("Customer")
Electronically Signed 2026-10-30 21:21:24 UTC - 100.16.255.180 Charlie Bauer Nintex eSignit	See attached signature page
By (Signature)	By (Signature)
Charlie Bauer Business Development Practi	
Printed Name and Title	Printed Name and Title
10/30/2026	___ / ___ / ___
Dated	Dated

Billing Information

Kyle Wilmot, Controller
Billing Contact and Title

Kyle.wilmot@canyoncounty.id.gov
Billing Email Address

1115 Albany St.
Billing Address

Caldwell, ID 83605
Billing City, State, Zip

DATED this 5th day of November, 2026.

BOARD OF COUNTY COMMISSIONERS

X Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
Commissioner Leslie Van Beek			
Commissioner Brad Holton			
Commissioner Zach Brooks	X		

ATTEST: JESS URRESTI, CLERK

By: _____
Deputy Clerk