



## Software Services Agreement – Colbi Technologies, Inc.

This Software Services Agreement ("Agreement") is entered into as of July 1, 2025 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 13891 Newport Ave, Suite 150, Tustin, CA 92780 ("COLBI"), and Redlands Unified School District, having its principal place of business at 20 West Lugonia, Redlands, CA, 92374 ("CLIENT").

1. Software Services Provided by COLBI. COLBI will provide software services ("Services") as listed in this paragraph as set forth in Exhibit A and Exhibit B (Exhibits).
  - Account-Ability<sup>sm</sup> – Capital facility and bond program management
2. Invoices, Fees and Payment Terms. Customer shall pay to COLBI all fees in accordance with the terms specified in Exhibits A and B. Any travel expenses approved in writing by the CLIENT in advance shall be supported by detailed invoicing and copies of receipts.
3. Indemnification:
  - A. CLIENT shall defend COLBI against any third-party claims arising out of (i) any actual or alleged CLIENT negligence, willful misconduct, or violation of law, (ii) any breach by CLIENT of this Agreement, or (iii) any violation of CLIENT's agreement with Client or Users of the Services, and indemnify COLBI from the resulting damages. COLBI shall give prompt notice of any claim to CLIENT. CLIENT may settle, at its sole expense, any claim for which CLIENT is responsible under this section, subject to the reasonable approval of COLBI. COLBI may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of COLBI.
  - B. COLBI agrees to protect, save, defend and hold harmless Redlands Unified School District, their Governing Boards and each member thereof, their officers, agents and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Consultant, Consultant's agents, officers, employees, subconsultants, or independent consultants hired by Consultant under this Agreement.
4. Term and Termination
  - C. Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a three (3) year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of two (2) Extended Term periods, at which point this Agreement must be renewed with written agreement of both parties.
  - D. Termination of Agreement and Effect of Termination. COLBI may terminate this Agreement prior to the expiration of the Term if CLIENT fails to pay any fee, charge or any other amount owed by CLIENT to COLBI within 15 days after COLBI notifies CLIENT that CLIENT is in default of this Agreement if CLIENT fails to cure the default within such 15-day period. CLIENT may terminate this Agreement if COLBI fails to cure any default of this Agreement within 30 days of written notice. See Exhibit B for additional termination and effect of termination terms.
5. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested.
6. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement



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(714) 505-9544 ColbiTech.com

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may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that COLBI may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

**Colbi Technologies, Inc.**

**Redlands Unified School District**

  
\_\_\_\_\_  
Jon Patterson, Chief Financial Officer

\_\_\_\_\_  
Jason Hill

March 25, 2025  
Date

Deputy Superintendent, Business Services  
Title

01-0679534  
Federal I.D.#

April 23, 2025  
Date



**EXHIBIT A****SCOPE OF SERVICES****Service Commencement Date: July 1, 2025**

<b>Account-Ability<sup>SM</sup></b> <i>Capital Facility &amp; Bond Program Accounting &amp; Management Software – Web-Enabled Software as a Service</i>	<b>Annual Cost</b>
<b>Annual Service Fee</b> - Includes unlimited users, (up to 5 logged in concurrently) & Support Services - see attached	\$50,000
<b>TOTAL - AA</b>	<b>\$50,000</b>

<b>Account-Ability – Optional Services</b>	<b>As Needed</b>
a) Additional concurrent user license ( <i>Each per year</i> )	\$575
b) Historical expenditure data import	<i>As negotiated</i>
c) Archival Exit Plan – Purchased with initial sale	\$7,500
d) Facility Assistance Support Team – F.A.S.T. ( <i>Hourly or as negotiated</i> )	\$100 - \$250
e) Data Services	Included

**Reimbursables:** At COLBI, we respect the need to properly budget in advance for expenses. Our services can be fully provided remotely. However, should you want on-site support or training, reimbursement for reasonable food, travel and lodging costs will apply. A not-to-exceed proposal will be provided for pre-approval once a mutually agreed scope of on-site service is finalized.



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## SOFTWARE & SERVICES DETAILS



**Account Ability (AA)** is our capital facility & bond program accounting & management software.

### ***AA Initial Implementation***

Initial setup includes the setup of your customized database and will be provided to you via the web by **COLBI**. Customization of the program will specifically incorporate your account code structure and internal control processes for project budget development, contract award, modification, and payments.

**COLBI** will collaborate with your staff to provide up to four days of training and management consulting services tailored to your needs to facilitate a smooth transition to the new system.

Typical training includes a half-day interactive Workflow Workshop flowcharting your contracting and payment processes, followed by three days of hands-on training. A half-day of follow up is provided four to six weeks later to assure that the primary software users have adopted best practices and to make minor modifications to the flows as needed for ongoing success. These services can be provided through an online meeting service we provide, or in person. If the Agency selects in-person, reimbursement for reasonable travel and lodging costs incurred to provide on-site services apply. A not-to-exceed proposal will be provided once a mutually agreed approach is finalized.

### ***AA Annual Service Fee***

**Software Services:** Pricing is based on the size of your program and within those parameters there is no restriction on the dollar amount of contracts managed or projects planned in the software. There is no restriction on the number of users the client can authorize to use the software; *however, the number of concurrent users is restricted based on the Web Services as described below.* The annual cost is usually an allowable program management cost.

**Web Services:** **COLBI** will provide access to the software via the web to any device meeting the required specifications while within the number of concurrent authorized users as purchased and when security login requirements are met. Additional concurrent user licenses may be added at an additional charge. Five are included in the standard fee. Web Services includes data maintenance on a robust **COLBI** server with daily backups.



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**AA Optional Services**

**Import of Historical and Active Project Data:** At time of installation **COLBI** can import historical expenditure data, as well as information from active projects, from digital files. This will facilitate full reporting of work underway or completed prior to implementation of **Account-Ability**. In addition, historical data is easily reported and mined for use in building budgets for future projects.

Cost of import will vary based on the amount and condition of existing data. **COLBI** will provide a not-to-exceed estimate after review of sample data. You will be invoiced only for actual costs within that maximum after acceptance of completed data import work.

**Archival Exit Plan:** If an Archival Exit Plan is purchased, the client will be provided with one single, secure, read-only login to the **Account-Ability** Transaction module. This will include up to 1 TB of data for a duration of 10 years from the end of the contract. This will facilitate viewing all data and printing reports. Any storage levels in excess of 1 TB or a length extending past 10 years from end of contract will be charged an annual storage fee the current periods storage rates. (Significant discount is available for advance purchase at time of initial configuration.)

**Facility Assistance  
Support Team**

**COLBI** has on staff facility experts with years of experience in delivering capital programs available to you.

**COLBI** can provide **FAST** services for routine clerical assistance, reconciliation work, owner representation for projects, and more. These services will be negotiated at time of request.

Staff augmentation services for transactional data entry and other accounting support is our specialty. Our experienced and trained personnel access source documents remotely online using **COLBI Docs**. Minimal use of this online tool is included **while our FAST team is engaged to** help us ensure that all documents and actions are logged and filed for you along the way.

Then, **FAST** personnel use **Account-Ability** to generate requests for payments and purchase orders that are routed for review and approval prior to entry into the accounting system by client's personnel. **FAST** personnel also enter purchase order and warrant information received from Accounting into **Account-Ability** to verify that requested transactions are accurately completed.

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**COLBI Docs** is an optional separate software system that provides on-line routing, tracking, processing and storage of project documents.

***CD Initial  
Implementation***

Template workflows and forms for a typical construction project team are included for: material submittals, requests for information, change requests, requests for price, notices to proceed, change orders, and inspection deficiency notices.

One day of initial training will be provided in facilities provided by the client or online; reimbursement for reasonable travel and lodging costs incurred for on-site services apply.

***CD Annual Service Fee***

There is no limit on the number of projects or document processes that the client configures **COLBI Docs** to handle. There is no limit on the number of **COLBI Docs** users authorized by the client. The **COLBI Docs** annual fee provides for storage up to 100 gigabytes.

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***Data Services***

***Included in Annual  
Fee***

COLBI will post in Account-Ability invoice and payment information periodically (bi-weekly) in an automated fashion via the District providing COLBI a General Ledger Activity Report containing the data elements outlined/required by COLBI. It is understood between the parties that Construction Contract invoices will be excluded from this type of environment, and any exceptions are to be resolved immediately with District personnel (i.e. a paid invoice to a project that doesn't exist in Account-Ability). This type of environment will ensure constant reconciliation of the two financial systems and drastically assist in the documentation of Year End Closing.

**End of Exhibit A**

**EXHIBIT B**  
**COLBI'S STANDARD SOFTWARE SERVICES TERMS AND CONDITIONS**

1. **Availability – Uptime:** COLBI commits to 99.9% uptime and availability of software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime as defined below.
2. **Classification and Resolution of Issues:** COLBI will classify, respond to and resolve a reported technical issue (an "Issue") with the software that cannot be resolved immediately through phone support as follows:
  - **Severity 1 Issues:** COLBI will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
    - Software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
    - Security attack or threat, malware or virus that has circumvented COLBI's security procedures. COLBI will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
  - **Severity 2 Issues:** COLBI will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. COLBI will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
    - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
    - Provide (or remove) access for Client authorized users, reset Client account passwords, or unlock Client accounts.
    - Emergency backup or backup restoration of the database if needed.
  - **Severity 3 Issues:** COLBI will give the next highest scheduling priority and devote its available resources to respond to Severity 3 Issues. COLBI will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues as appropriate to the concern. Examples include, but are not limited to:
    - Minor bug fixes.
    - An incident with little impact on data or user experience and can be handled on a scheduled basis.
    - Problems affecting a small group of users.

The above resolution times are estimates that may be impacted by a variety of variables beyond COLBI's control. COLBI strives to address every Issue with the goal of responsiveness and the fastest path to resolution.
3. **Monitoring:** In order to support the 99.9% Uptime Commitment as defined below, COLBI proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the COLBI Support Team, who will resolve the issue according to severity.
4. **Hours of Operation:**
  - A. Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays) During standard operating hours COLBI will respond to Severity 1, Severity 2 and Severity 3 Issues
  - B. After-Hours Operation: 5:00 PM - 8:00 AM PST Monday - Friday, weekends, and holidays. Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.
  - C. Holidays: COLBI observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday. COLBI reserves the right to add any other Federally recognized holiday to this list.

**5. Requesting Support:**

- A. Authorized Users may submit a support case, or issue, through the COLBI helpdesk based on software purchased by emailing:

Account-Ability <sup>sm</sup>	<a href="mailto:aasupport@colbitech.com">aasupport@colbitech.com</a>
COLBI Docs <sup>sm</sup>	<a href="mailto:cdsupport@colbitech.com">cdsupport@colbitech.com</a>
Quality Bidders <sup>sm</sup>	<a href="mailto:qbsupport@colbitech.com">qbsupport@colbitech.com</a>
Secure Bids <sup>sm</sup>	<a href="mailto:sbsupport@colbitech.com">sbsupport@colbitech.com</a>

- 1) Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve them.
- B. Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours (PST).
  - 1) Questions on how to use the software are answered quickly and may involve live on-screen assistance.
  - 2) Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.
  - 3) COLBI is not responsible for individual user's browser settings, but we will help problem-solve.
6. **Maintenance and Updates:** High-quality service and availability requires COLBI to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to software may be suspended. Suspension of access for scheduled maintenance and updates does not constitute "Downtime." COLBI's goal is to minimize the impact of downtime and potential outages on Client. Unless COLBI is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Client will be notified in advance if planned maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 <sup>st</sup> and 3 <sup>rd</sup> Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 <sup>rd</sup> Saturday 10PM Sat thru 10AM Sun PST

7. **Suspension of Services:** COLBI may suspend Services without liability if: (i) there is an attack on servers providing Client Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the COLBI network, or Clients; or (iii) required by law. COLBI will give Client advance notice of a suspension, if possible.
8. **COLBI/Client License Grant:** Subject to the terms and conditions of this Agreement, COLBI grants to the Client as the "Client," and Client accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Consultant products/services included or embodied therein, in each case, solely for Client's own internal business purposes, and subject to the terms and conditions of this Agreement. Client's License for the Services is subject to such hosting policies, guidelines and specifications as COLBI may reasonably establish from time to time and which shall be posted on COLBI's website within the Client's post-login entry point for each software service. COLBI reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Client other than as expressly set forth herein.
9. **License Terms:** COLBI owns or has the right to license the System. The System contains proprietary trade secret technology. Unauthorized use and copying of such System is prohibited by law, including United States and foreign copyright law. The Client may not share and/or disclose any proprietary information associated with the System without the express written authorization of the Consultant. The

price Client pays for a copy of the System constitutes a license fee that entitles Client to use the System as set forth below. COLBI grants to Client a non-exclusive, nontransferable license to use the System. This License may be terminated by COLBI by written notice to Client upon material breach of this Agreement by Client, following written notice and reasonable opportunity to cure. This License is subject to all of the terms of this Agreement, including those set forth below:

- A. Client recognizes and agrees that the license to use the System is limited, based upon the amount of the license fee paid by Client. Limitations may include the number of employees, simultaneous users, System product modules, System features, computer model and serial number, and/or the number of terminals to which the System is permitted to be connected. Client agrees to: 1.) use the System only for the number of employees, simultaneous users, computer model and serial number, and/or terminals permitted by the applicable license fee; 2.) use only the product modules and/or features permitted by the applicable license fees; and 3.) use the System only in support of Client's own business. Client agrees not to increase the number of employees, simultaneous users, terminals, product modules, features, or to upgrade the model, as applicable, unless and until Client pays the applicable fee for such increase/upgrade. Client may not sublicense or sublicense the System to, or otherwise permit use of the System (including timesharing or networking use) by any third party. Client may not provide service bureau or other data processing services that make use of the System without the express prior written consent of COLBI.
  - B. Client may use the computer programs included in the System (the "Programs") in object code form only, and shall not reverse compile, disassemble, or otherwise convert the Programs into uncompiled or unassembled code.
  - C. Client may copy the Programs as necessary to load and execute the Programs and for backup purposes only. All copies of the Programs or any part thereof, whether in printed or machine-readable form and whether on storage media or otherwise, are subject to all the terms of this License, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered or made accessible to the Client.
  - D. In the event that COLBI supplies updates, corrections, modifications, new versions or new releases of the System, (collectively referred to as "Updates"), such Updates shall be part of the System and the provisions of this License shall apply to such Updates and to the System as modified thereby.
10. **License to Host Client Data:** Subject to the terms and conditions of this Agreement, Client grants COLBI a worldwide, limited-term license to host, copy, transmit and display Client data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, COLBI acquires no right, title or interest in or to Client data.
  11. **License to Use Feedback, Customizations, and Summarized Data:** Subject to the terms and conditions of this Agreement, Client grants COLBI a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, customization, correction or other feedback provided by Client or Users relating to the operation of the Services. Client authorizes COLBI to use Client summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.
  12. **Client Responsibilities:** Client shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify COLBI promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, (vi) provide internet access sufficient for internet served software using up-to-date, modern browsers, and (vii) comply with the terms and conditions of this Agreement.
  13. **Data Security:** COLBI shall take all reasonable precautions to prevent loss of the Client data due to acts of COLBI or any approved subconsultants. COLBI will employ storage (including backup, archive and redundant data storage) and reasonable precautions to prevent the loss of or alteration of any Client data in connection with COLBI's performance of the Services, or with use of the System by the Client under this Agreement. To protect the privacy and security of the Client's data and prevent unauthorized access to or use of such data, COLBI shall implement internal procedures and systems in connection

with the performance of this Agreement and maintenance of the System consistent with applicable international, federal, state, and local laws ("Security Procedures"). The purpose of the Security Procedures is to identify reasonably foreseeable risks to security and unauthorized access to the Client's data in connection with this Agreement and to minimize security risks, including through risk assessment and regular testing. COLBI will designate one or more employees to coordinate and be accountable for the Security Procedures.

14. **No Virus Warranty:** COLBI warrants that it will provide the Service free of Malicious Code. This warranty does not extend to Client data, media files, uploads, or alterations, or Third-Party media files, uploads or alterations.
15. **Fees and Payment Terms:** Initial payment is due when services commence or within 60 days from contracting, whichever is first. Client shall pay to COLBI all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from COLBI. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Client. Client agrees to pay all such taxes, duties or charges within 30 days upon receipt of an invoice from COLBI or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.
16. **Annual Renewals:** Commencement date shall be when services commence or no later than 60 days after contracting. Annual recurring fees will be billed prior to and are due on the expiration date to facilitate continuous service.
17. **Warranty Limitations/Disclaimer:** COLBI does not promise that the Services will be uninterrupted, error-free, or completely secure. COLBI does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Client acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. COLBI agrees to backup Client's data nightly. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, COLBI DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES AND THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND COLBI DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
18. **Termination for Infringement Claim.** If COLBI or any of its Clients is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and COLBI is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then COLBI may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination.
19. **Effect of Termination or Expiration:** Upon the termination or expiration of this Agreement, all licensed rights granted to Client shall terminate immediately unless the Client has purchased an Archival Exit Plan. Expiration or termination of this Agreement will not relieve Client of its obligation to pay any undisputed fees or other undisputed payments that are due to COLBI. Terms and Conditions related to privacy, security and intellectual property rights will remain in effect for the life of the Client's grant to access the Services.
20. **Limitations of Liability:** In no event shall COLBI be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential, or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall COLBI be responsible for loss of data or records of Client or any third party beyond the 30-day backup period included in the Services unless Client purchases extended backup. Client shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on COLBI's willful misconduct, the maximum aggregate liability of COLBI under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at

the time of the occurrence of the event(s) giving rise to the claim. Users of the software as a service over the internet are 100% responsible for all of their actions in the software after account creation.

21. **Governing Law:** This Agreement shall be governed by the laws of the State of California.
22. **Force Majeure:** Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

**End of Exhibit B**