

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

September 4, 2025

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to a Contractor Agreement with zLink for building management software.
Amendment Value is \$638,273.84 for 5 years. Total Agreement Value is \$1,226,471.20 for 10 years. Funding is through departmental cost allocation, which may include a small portion of budgeted County General Funds.

Previous Board Action/Review	Original contract approved March 19, 2020		
Performance Clackamas	Build (maintain) a strong infrastructure. Ensure safe, healthy and secure communities.		
Counsel Review	Yes	Procurement Review	Yes
Contact Person	Stephen Hill	Contact Phone	971-280-0740

EXECUTIVE SUMMARY: The zLink FM system was implemented by Facilities Management in 2020 and continues to be used to support Clackamas County's Building Information and Asset Management System (BIAM) needs. This proposal is to extend Clackamas County's contract with zLink for a period of 5 years, for Fiscal Years 2026 through 2030.

This contract extension provides Facilities Management the necessary licensing for continued system access, dedicated user and requester accounts and the required maintenance and system support to effectively manage Clackamas County's BIAM System.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve this amendment and authorize Chair Roberts or designee to sign on behalf of Clackamas County.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Director Finance

CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract # 0000001232

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Finance department, Facilities Management and Zlink, Inc. ("Contractor"). This Addendum shall be attached to, and incorporated into, the Zlink SaaS service level agreement ("Contractor Agreement"). As used below, "Contract" means this Addendum and the Contractor Agreement. To the extent there is any conflict between the Addendum and the Contractor Agreement, the terms of this Addendum shall control.

1. **Term.** This Contract shall become effective July 1, 2025. Unless earlier terminated or extended, this Contract shall expire on June 30, 2030.
2. **Consideration.** County shall pay Contractor as follows:

Clackamas County - Building Information & Asset Management System (BIAM)
5 Year Cost Summary - System Access & Support:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
SOFTWARE LICENSE	\$ 79,174.67	\$ 81,549.91	\$ 83,996.41	\$ 86,516.30	\$ 89,111.79
SOFTWARE IMPLEMENTATION					
SYSTEM MAINTENANCE	\$ 15,080.89	\$ 15,533.32	\$ 15,999.32	\$ 16,479.29	\$ 16,973.67
SYSTEM SUPPORT	\$ 24,948.81	\$ 26,196.25	\$ 27,506.06	\$ 28,881.36	\$ 30,325.43
Total:	\$119,204.37	\$123,279.48	\$127,501.79	\$131,876.95	\$136,410.89

And a total amount not to exceed **\$638,273.84**

3. **County Contract Administrator.** The County Contract Administrator for this Contract is **Stephen Hill**.
4. **Invoices and Payments.** Invoices shall be submitted to: SHill@clackamas.us
Payment and late fees shall only be in accordance with ORS 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.
5. **Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

☒ **Cyber Liability:** combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 6. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 7. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes (“ORS”) Chapter 279B.220 through 279B.235, Contractor shall:

 - A.** Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - B.** Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - C.** Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

 - D.** As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
- 8. Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- 9. Confidentiality.** Notwithstanding anything to the contrary, County’s obligations under the Contractor Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 et. seq., and any other applicable state or federal law. While County will make good faith efforts to perform under the Contractor Agreement, County’s disclosure of Confidential Information, in whole or in part, will not be a breach of the Contractor Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes. If County is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, County shall notify Contractor within a reasonable period of time of the request. Contractor is exclusively responsible for defending Contractor’ position concerning the confidentiality of the requested information. County is not required to assist Contractor in opposing disclosure of Confidential Information, nor is County required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.
- 10. Termination.** This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure

authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

- 11. Compliance.** Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.
- 12. Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 13. Indemnification.** Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.
- 14. Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.
- 15. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- 16. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- 17. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 18. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

SIGNATURES FOLLOW

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

zLink, Inc.

Clackamas County



6/17/2025

Authorized Signature

Date

____ Chair

____ Date

Anupam Sachdev, CEO

Name/Title (Printed)

Name/Title (Printed)

Approved As To Form:

Approved via email by Jane Vetto 3/25/25

Clackamas County Counsel

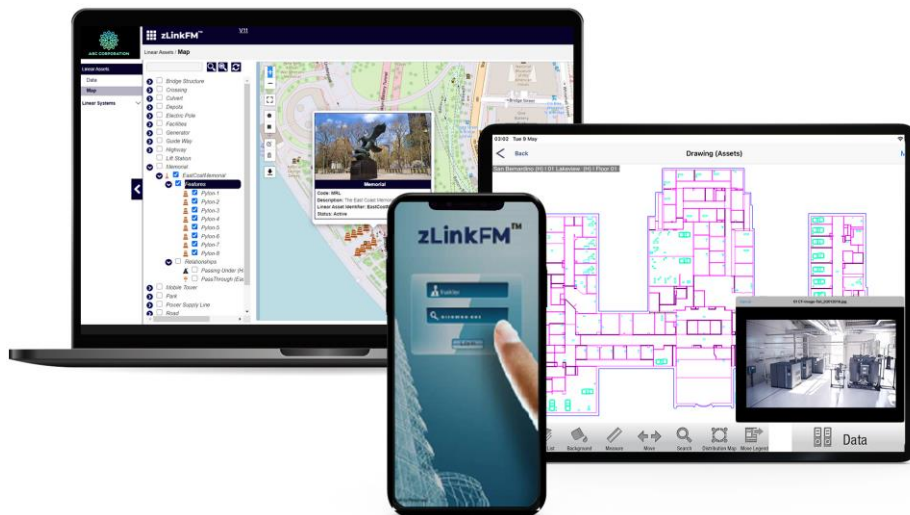
Date



141 Parker Street, Suite 311
Maynard, MA 01754
Tel: 978-309-3628
www.zlinkcorp.com

Clackamas County, OR Oregon City, OR

5-Year Renewal to
Provide Access to zLinkFM™ and
Provide On-Going
Maintenance and Support



7 March 2025

zLink, Inc. Business Information

zLink, Inc.

141 Parker Street, Suite 311
Maynard, MA 01754
Certified by the Commonwealth of Massachusetts

Privately Owned MBE
Tax ID Number: 82-3676159
www.zlinkcorp.com

Principals

Anupam Sachdev – CEO
Tel: 978-309-3628
Fax: 978-309-3629
Email: asachdev@zlinkcorp.com

Registration:

DUNS: 081020692
CAGE: 81AR7
GSA Contract: 47QTCA19D00EK

NAICS Codes:

511210 Software Publishers	541511 Custom Computer Programming Services
518210 Data Processing, Hosting, & Related Services	541512 Computer Systems Design Services
519130 Internet Publishing & Broadcasting & Web Search Portals	541513 Computer Facilities Management Services
531390 Other Activities Related to Real Estate	541519 Other Computer Related Services
541310 Architectural Services	541611 Administrative Mng & General Mng Consulting Services
541330 Engineering Services	541618 Other Management Consulting Services
541340 Drafting Services	541690 Other Scientific & Technical Consulting Services
541350 Building Inspection Services	541990 All Other Professional, Scientific, & Technical Services
541370 Surveying & Mapping (except Geophysical) Services	561110 Office Administrative Services
541410 Interior Design Services	562120 Facilities Support Services

FedRAMP Cloud Implementation Services:

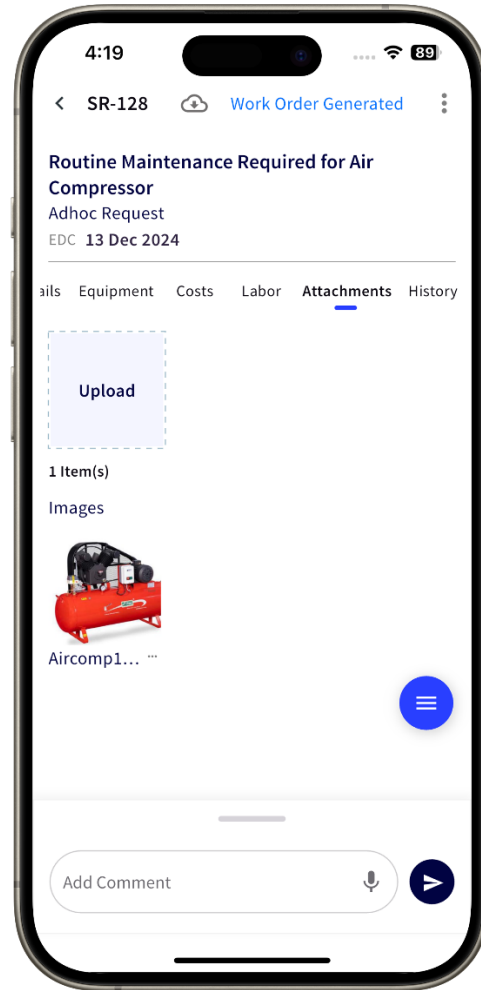
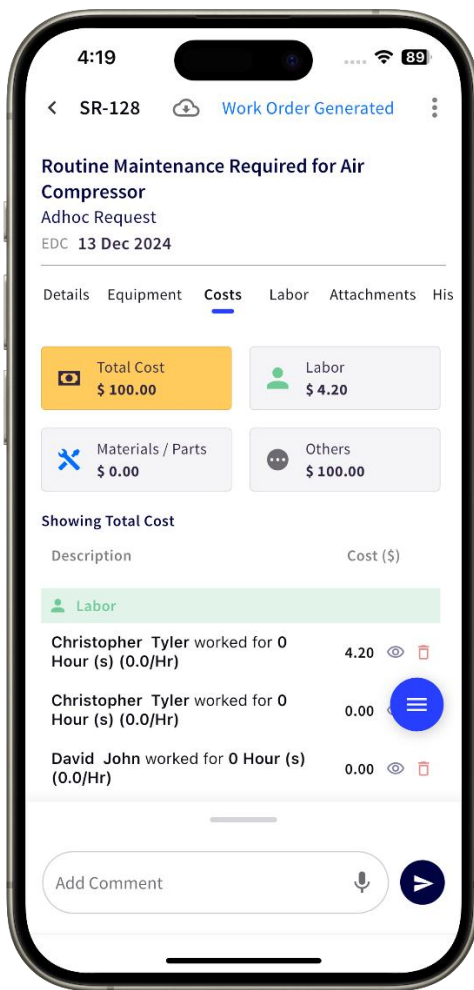
- Microsoft AZURE

Stockholdings

- zLink, Inc. is a privately held corporation incorporated in the Commonwealth of Massachusetts. There are no parent relationships. There are no planned mergers or acquisitions.

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1.0 Background

zLink, Inc. implemented and supports Clackamas County's Building Information and Asset Management System (BIAM) using zLink's software product zLinkFM™. Their integrated building and asset management system consists of functionality from the following Software Components:

- Systems Administration
- As-Builts
- Asset Management
- Condition Assessment
- Documents
- Inventory Management
- Maintenance
- Mobile Platform
- Projects
- Scheduling
- Space Management
- Sustainability
- Web Services
- Work Order
- Executive Summary
- Preferences

zLinkFM™ BIAM application is accessed via the cloud through zLink's secure Microsoft Azure hosting. In addition to access to the system zLink provides system maintenance and system support for Clackamas County's BIAM System. This proposal is for extending the access and maintenance contract for 5 years.

Details of these tasks are described in the following paragraphs.

2.0 Tasks

zLink proposes two tasks:

Task 1: Provide Internet-based access for authorized users of zLinkFM™

zLink will activate licenses for the (65) sixty-five Named Users and 500 Requestor Users authorized to access and use zLinkFM™ during the term of this Contract. A license is defined as a unique user ID and password intended for one user. License may be revoked and re-issued an indefinite number of times to new/different County employees as necessary when job roles change, the total number of active licenses shall not exceed sixty-five (65) Named Users and 500 limited access Requestor Users.

Task 2: Provide On-going BIAM System Maintenance and Support

This task will involve zLink updating and maintaining all applicable drawings and space databases and system upgrades and support.

Whenever any change occurs in the drawings created, developed, or updated by zLink, County staff will notify zLink of such a change.

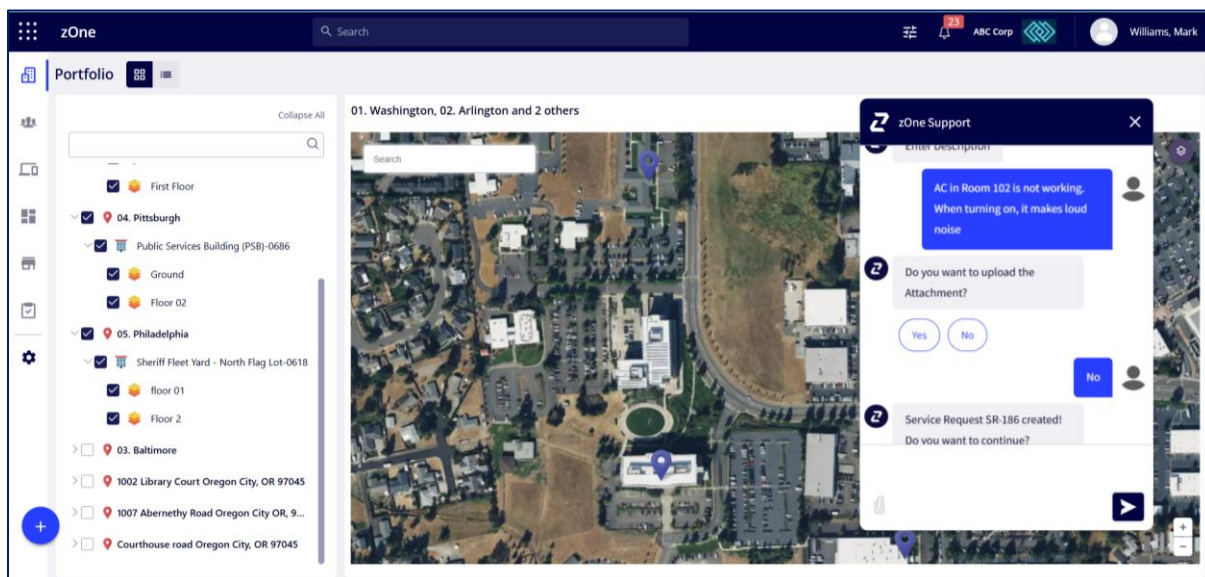
Please note that the updating of drawings and database will only be done on the basis of changes transmitted to zLink by Clackamas County. This task does not involve zLink staff visiting Clackamas County, collecting data, or conducting any field verification. If for any reason visits by zLink staff become necessary, zLink will charge the County accordingly for such trips. zLink will request the County's approval before any trips are made.

3.0 Number of Authorized Users

The number of users Clackamas County is authorized is 65 Named Users and 500 Requestor Users. A Named User is considered part of the user count if his or her account (with a username and password) is available for login and use at any time. A User account may not be shared or used by more than one User.

4.0 Term

The term for these tasks is July 1, 2025 to June 30, 2030.



5.0 Prices

The prices for the tasks defined above will be as follows:

Clackamas County - Building Information & Asset Management System (BIAM) 5 Year Cost Summary - System Access & Support:						
		YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
SOFTWARE LICENSE		\$ 79,174.67	\$ 81,549.91	\$ 83,996.41	\$ 86,516.30	\$ 89,111.79
SOFTWARE IMPLEMENTATION						
SYSTEM MAINTENANCE		\$ 15,080.89	\$ 15,533.32	\$ 15,999.32	\$ 16,479.29	\$ 16,973.67
SYSTEM SUPPORT		\$ 24,948.81	\$ 26,196.25	\$ 27,506.06	\$ 28,881.36	\$ 30,325.43
Total:		\$ 119,204.37	\$ 123,279.48	\$ 127,501.79	\$ 131,876.95	\$ 136,410.89

Notes:

1. The new technology upgrade to zOne is included at no cost.
2. We have reduced the annual escalation for the licensing and maintenance from 5% to 3%.
3. Additional Named Users (Discount 50%) \$49.00/user/month (minimum group 5)
4. Additional Requestors \$2.00/user/month (minimum group 50)
5. Cost/site/month (5yr average): \$68.63

PURCHASE ORDER INFORMATION:

Clackamas County, OR

By: _____

Title: _____

Signature: _____ Date: _____ P.O.# _____





141 Parker Street, Suite 311
Maynard, MA 01754
978-309-3628
www.zlinkcorp.com

SaaS Service Level Agreement

This Service Agreement (“Agreement”) is made between zLink, Inc. (“Vendor”) with its principal address at 141 Parker Street, Maynard, MA 01754 and Clackamas County, the Customer (as defined below) with principal offices at Oregon City, OR. This Agreement, including the attached Schedule(s), is effective on the date that both parties have signed this Agreement (the “Effective Date”).

1. **Definitions:** The following definitions and definitions provided below will apply:

- 1.1. **Activation Date:** is defined in Section 23.
- 1.2. **Customer:** means the legal entity or individual that enters into this Agreement as described on the Signature Page.
- 1.3. **Customer Data:** means data, information or material provided or submitted by Customer or any User to Vendor in the course of utilizing the Service.
- 1.4. **Customer Representative:** means the Users designated by Customer as authorized to create User accounts, administer Customer’s use of the Service and otherwise represent Customer for the purpose of this Agreement.
- 1.5. **Pricing Schedule:** means Schedule A to this Agreement.
- 1.6. **Service:** means Vendor’s online service as described in Schedule B and applicable documentation on Vendor’s web site.
- 1.7. **Term:** means the term of this Agreement as specified in Section 23.
- 1.8. **User:** means one of Customer’s employees, representatives, consultants, contractors or agents and other persons expressly permitted by Customer in connection with Customer’s business affairs who are authorized to use the Service and have been supplied User identifications and passwords by Customer (or by Vendor at Customer’s request).
- 1.9. **Vendor Content:** means Vendor-supplied text, audio, video, graphics and other information and data available by means of the Service or on Vendor’s web site.
- 1.10. **Authorized Number of Users:** means the Number of Client Staff (i.e., System Users) who are authorized to access and use the installed system.

2. **Customer Use of the Service**

- 2.1 Vendor grants Customer a license to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. Vendor will host the Service. Vendor reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time.
- 2.2 Customer is licensed during the Term to store, print, and display the Vendor Content and to permit Users to access it only in connection with use of the Service. No other

use of Vendor Content is permitted. Customer will maintain and will require its Users to maintain Vendor Content as Confidential Information (as defined below) of Vendor.

- 2.3 Authorized Users are listed in the Pricing Schedule. Customer, by its Customer Representative, may add to the number of Users by contacting Vendor customer support by email or phone or by utilizing applicable management features of the Service. Customer will be bound by the instructions and authorizations provided by its Customer Representative.

3. Fees Generally

Customer agrees to pay fees as set forth in the Pricing Schedule or as Vendor and Customer otherwise agree in writing.

4. User-Based Fees – Payment

- 4.1 Subject to the fee structure and calculations stated in the Pricing Schedule, license fees are due for the Service based on the number of billable Users in the immediately preceding month. A User is considered billable if his or her account (with a username and password) is available for login and use at any time during a month. Customer agrees that charges will apply for all billable User accounts including those that have been inactive during a particular month. A User account may not be shared or used by more than one User.
- 4.2 Vendor will invoice monthly for use of the Service at the beginning of the month. All invoices for any charges under this Agreement are due and payable within 15 days of invoice date. For customers paying via credit card, customer's credit card is charged simultaneously with the creation of the customer's invoice. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date specified on the invoice. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such amounts. All amounts are payable in U.S. dollars. If Customer believes that any specific charge under this Agreement is incorrect, in order to obtain a credit, Customer must contact Vendor in writing within 30 days of invoice date setting forth the nature and amount of the requested correction; otherwise invoices are final.

5. Excess Data Storage Fees

The maximum disk storage space for Customer Data provided to Customer at no additional charge is specified on the Pricing Schedule. If the amount of disk storage required for Customer's use exceeds this limit, Customer will be charged per-megabyte (MB) at the applicable rate stated in the Pricing Schedule, based on the maximum storage used during the month.

6. Non-Payment

- 6.1. In addition to other applicable remedies, Vendor reserves the right to suspend and/or terminate Customer's access to the Service and/or terminate this Agreement, upon five days' email notice, if Customer's account becomes delinquent (falls into arrears).
- 6.2. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs. Customer will be charged all applicable fees, including fees for all Users then authorized, during any period of suspension.

7. Account Information Submitted to Vendor

Customer agrees to provide Vendor in writing with billing and contact information as Vendor may reasonably require, including Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact, as well as the name, Username, and password of the Customer Representative. Customer agrees to update this information promptly by means of email and in any case within 15 days, if there is any change.

8. Appropriate Use of the Service

- 8.1 While Users may be any persons that Customer authorizes to use the Service for its business, including, but not limited to, Customer's employees and contractors, Customer may not sublicense, resell, or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Vendor's prior written consent.
- 8.2 Customer agrees not to submit to the Service any material that is illegal, misleading, defamatory, indecent, or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Users do not submit any Objectionable Matter. In addition, Vendor may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Vendor web site; Customer and Customer's Users will be bound by any such rules. Vendor reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any Vendor rules regarding appropriate use but is not obligated to do so. Customer and Customer's Users will comply with all applicable laws regarding Customer Data, use of the Service and the Vendor Content, including laws involving private data and any applicable export controls. Vendor reserves the right to terminate this Agreement for cause in case the Customer materially breaches the provisions of this Section 9.
- 8.3 Vendor reserves the right to suspend or terminate immediately any Customer or User account or activity that is disrupting or causing harm to Vendor's computers, systems, or infrastructure or to other parties, or is in violation of state or federal laws regarding "spam," including, without limitation, the CAN-SPAM Act of 2003. Any such spamming activity by Customer will be a material breach of this Agreement.

9. Passwords and Access

Customer is responsible for all activities that occur under Customer's User accounts. Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords. Customer agrees to notify Vendor immediately of any unauthorized use of any Service username or password or account or any other known or suspected breach of security.

10. Customer Data

- 10.1. All Customer Data submitted by Customer to Vendor, whether posted by Customer or by Users, will remain the sole property of Customer or such Users to the full extent provided by law.
- 10.2. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data. Vendor will not use the Customer Data for any purpose other than to provide the Service to Customer and for statistical reporting purposes. Vendor may aggregate anonymous statistical data regarding use and functioning of its system by its various Users. Such aggregated statistical data will be the sole property of Vendor.
- 10.3. On a monthly basis during the Term, Vendor will (at Customer's request, in writing or by email, to Vendor customer support) make one backup of the then current Customer Data available to the Customer in Vendor's standard format. Additional backup services are available at additional cost; Customer may contact Vendor customer support for details.
- 10.4. Vendor will use commercially reasonable security measures to protect Customer Data against unauthorized disclosure or use.

11. Limited License to Customer Data

Subject to the terms and conditions of this Agreement, Customer grants to Vendor a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide and maintain the Service.

12. Vendor's Ownership

Vendor and its suppliers retain all rights in the Service and Vendor Content. This Agreement grants no ownership rights to Customer. No license is granted to Customer except as to use of the Service as expressly stated herein. The Vendor name, the Vendor logo, and the product names associated with the Service are trademarks of Vendor or third parties, and they may not be used without Vendor's prior written consent.

13. Restrictions on Use of the Service

Customer may not alter, resell, or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its software or other technology. Customer will not use or access the Service to: (i) build a competitive product or service, (ii) make or have made a product using similar ideas, features, functions or graphics of the Service, (iii) make derivative works based upon the Service or the Vendor Content or (iv) copy any features, functions or graphics of the Service or the Vendor Content. Customer will not “frame” or “mirror” the Service. Use, resale, or exploitation of the Service and/or the Vendor Content except as expressly permitted in this Agreement is prohibited.

14. Privacy

Vendor agrees to implement its privacy policies in effect from time to time. Vendor reserves the right to modify its privacy and security policies from time to time in its business judgment and as it deems required for compliance with applicable law.

15. Warranty Regarding the Service

Vendor warrants that the Service will perform in all material respects to the functionality as described in applicable online user documentation available via Vendor’s web site.

16. Service Level Warranty

Vendor warrants during the Term of this Agreement that the Service will meet the applicable service level stated in Schedule C. If Vendor does not achieve such service level, Vendor will provide Customer upon request with a credit as described in Schedule C as Customer’s sole and exclusive remedy. To claim a remedy under this Section, Customer is required to notify Vendor within 15 days of the occurrence of the failure to provide the applicable service level.

17. Additional Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer’s billing information is correct.

18. Professional Services

- 18.1 Customer may retain Vendor to perform professional services (“Professional Services”) as the parties may agree upon in writing in the form of a work order or other writing (“Work Order”). Vendor will use reasonable efforts to carry out the Professional Services stated in the Work Order and to provide any resulting functionality in the Service made available online to Customer and Customer’s Users. Except as the parties otherwise agree in a Work Order, Professional Services and the results thereof are made available “AS IS.”

- 18.2 Unless otherwise agreed in writing in the Work Order, Professional Services are provided by Vendor on a time and materials basis at Vendor's then applicable rates and subject to such deposit or advance payment as Vendor may require. Maintenance and support of code or functionality created by means of Professional Services will likewise be on a Work Order basis under this Section unless otherwise agreed in writing. The code and functionality made or provided under this Section and all interests therein, including copyrights, will be Vendor's property. Access to the results of Professional Services will be available as part of the Service during the Term unless otherwise agreed in writing. The initial Work Order (if any) is attached as Schedule D. Unless otherwise agreed in a Work Order, Vendor may bill for Professional Services on a weekly or monthly basis, at its discretion.

19. Indemnification

- 19.1 Vendor will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising from any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service or Vendor Content (other than that due to Customer Data). In case of such a claim, Vendor may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer, replace the Service with a non-infringing Service, or if it deems such remedies not practicable, Vendor may terminate the Service and this Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the license fees prepaid for use of the Service not yet furnished as of the termination date. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.
- 19.2. Customer will defend, indemnify, and hold Vendor (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party or (ii) arising out of breach of Sections 9 (Appropriate Use of the Service) or 10 (Passwords and Access) above.
- 19.3. Customer will defend, indemnify, and hold Vendor (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third party subpoena or compulsory legal order or process that seeks Customer Data and/or other Customer-related information or data, including, without limitation, prompt payment to Vendor of all costs (including attorneys' fees) incurred by Vendor as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay Vendor for its staff time in responding to such third-party subpoena or compulsory legal order or process at Vendor's then applicable hourly rates.
- 19.4. In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor")

reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

20. Disclaimers and Limitations

- 20.1.** THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 16, 17 AND 18 ABOVE, THE SERVICE AND VENDOR CONTENT ARE PROVIDED TO CUSTOMER ON AN “AS IS” AND “AS AVAILABLE” BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER’S PURPOSES. VENDOR DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED. VENDOR IS NOT RESPONSIBLE FOR SOFTWARE INSTALLED OR USED BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.
- 20.2.** Except with regard to Customer’s payment obligations and with regard to either party’s indemnification obligations, in no event will either party’s aggregate liability exceed the license fees due for the 12-month period measured by the monthly payment obligation at the time of the event or circumstance giving rise to such claim. Except in regard to Customer breach of Sections 9 or 10, in no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).
- 20.3.** The Service may include gateways, links or other functionality that allows Customer and/or Users to access third party services (“Third-Party Services”) and/or third-party content and materials (“Third-Party Materials”). Vendor does not supply and is not responsible for any Third-Party Services or Third-Party Materials, which may be subject to their own licenses, end-user agreements, privacy, and security policies, and/or terms of use. VENDOR MAKES NO WARRANTY AS TO THIRD PARTY SERVICES OR THIRD-PARTY MATERIALS.

21. Confidentiality

- 21.1.** “**Confidential Information**” means non-public information, technical data, or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed

Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential.

- 21.2.** Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.
- 21.3.** Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for two (2) years after the termination or expiration of this Agreement.
- 21.4.** Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of such Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees, or agents.
- 21.5.** In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand.

22. Term and Termination

- 22.1.** The Term commences on the "Effective Date." Vendor will use commercially reasonable efforts to make the Service available to Customer on the "Target Activation Date" stated on Schedule A. The "Activation Date" will be the date that Vendor first makes the Service available to Customer and provides email or written notice of such availability to Customer. In most cases, the Target Activation Date and the Activation Date will be the same; Vendor will inform Customer of any likely delay. Billing of monthly license fees will start as of the Activation Date and thereafter on or after the first of each month.

- 22.2.** The initial term of this Agreement (“Initial Term”) will begin on the Effective Date and will end June 30, 2030 . T Applicable pricing, including monthly minimum fees, will continue unchanged from the previous term unless Vendor notifies Customer of changes in pricing at least 30 days prior to the expiration of the Initial Term or current Renewal Term, as applicable. Vendor reserves the right to terminate this Agreement for convenience not less than one year’s notice.
- 22.3.** Vendor, in its sole discretion, may suspend or terminate Customer’s username and password, account, or use of the Service and/or terminate this Agreement if Customer materially breaches this Agreement and such breach has not been cured within 10 business days of notice of such breach.
- 22.4.** In the event that this Agreement is terminated (for any reason), Vendor will, within 5 days of a Customer’s request, make available one backup of the Customer Data in Vendor’s standard format. Customer agrees and acknowledges that Vendor has no obligation to retain and may delete Customer Data that remains in Vendor’s possession or control more than 60 days after termination.
- 22.5.** Any termination by Customer prior to the end of the Initial Term or any Renewal Term will subject Customer to an early termination (acceleration) fee. The early termination fee is calculated as the remaining months of the then contract term (that is the Initial Term or the current Renewal Term) multiplied by the applicable minimum monthly User fees under the Pricing Schedule plus any other outstanding fees or amounts due.
- 22.6.** The following provisions will survive termination: all definitions, Customer’s accrued financial obligations, the license to Customer Data to the extent reasonable for Vendor’s discharge of its post-termination obligations, and the following Sections and paragraphs: 1 (Definitions), 7.2 (Overdue Payments), 11.1 (Customer Data), 13 (Vendor’s Ownership), 14 (Restrictions on Use of the Service), 20 (Indemnification), 21 (Disclaimers and Limitations), 22 (Confidentiality), 22.4 (Return of Customer Data), 23.6 (Survival of Provisions), 24 (Notice), 26 (Arbitration), 27 (Non-Solicitation), and 28 (Miscellaneous).

23. Notice

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) transmitted by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices are effective on receipt.

All written notices required or permitted under this AGREEMENT shall be addressed as follows:

TO: CUSTOMER:

Clackamas County

TO: ZLINK:

zLink, Inc.
141 Parker Street, Suite 311
Maynard, MA 01754
Attention: Anupam Sachdev CEO

24. Assignment

This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned by Vendor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This agreement may be enforced by and is binding on permitted successors and assigns.

25. RESERVED

26. Non-Solicitation

During the Term of this Agreement and for a period of one year thereafter, Customer will not, and will ensure that its affiliates will not, directly or indirectly: (i) solicit for employment or for performance of any services any person employed by Vendor or (ii) hire or engage for any services any person employed by Vendor.

27. Miscellaneous

27.1. *Choice of Law; Jurisdiction.* This Agreement will be interpreted fairly in accordance with its terms, without any strict construction in favor of or against either party and in accordance with the laws of the State of Oregon and applicable US federal law. Except as provided in the arbitration clause, the state and federal courts located in the city of Maynard, MA will have exclusive jurisdiction and venue over any dispute or controversy arising from or relating to this Agreement or its subject matter.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

27.2. *No Agency.* No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of the Service.

27.3. *No Waiver.* The failure of Vendor to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Vendor in writing.

27.4. *Force Majeure.* Except for the payment by Customer, if the performance of this Agreement by either party is prevented, hindered, delayed, or otherwise made impracticable by reason of any flood, riot, fire, judicial, or governmental action, labor

disputes, act of God, or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

27.5. Entire Agreement. This Agreement, Government Addendum. together with any applicable Schedule(s), comprises the entire agreement between Customer and Vendor and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each party.

Signed as a binding Agreement by the parties as of the Effective Date:

Vendor: zLink, Inc.

By (Authorized Signatory):  Date: 6/17/2025

Print Name: Anupam Sachdev Title: CEO

Customer

Company Name: Clackamas County

By (Authorized Signatory): _____ Date: _____

Print Name: _____ Title: _____

: _____

Schedule A
Pricing Schedule

[To be added]

Schedule B
Service Description

[To be added] **Schedule C**

Service Level Agreement

1. Service Level Warranty: Vendor's warranty is no less than 95% Uptime (as defined below).
2. "Uptime" means the service is operational and is available to communicate with the Internet in Vendor's server location (which may be at a co-location facility).
3. This credit does not apply to the extent that the failure to achieve the Uptime is due to (a) circumstances that are subject to the Force Majeure clause of this Agreement, (b) scheduled maintenance and system upgrades, or (c) Customer's misuse of the Services.

Schedule D

Work Order for Professional Services

[To be added or state "None"]