



OnBoard Agreement

THIS AGREEMENT made this 1st day of August, 2022, between **ClerkBase**, a division of CompBase, Inc., a Rhode Island corporation with a principal place of business at 2220 Plainfield Pike, Cranston, Rhode Island ("ClerkBase"), and Champaign County, a county organized and existing in accordance with the laws of the State of Illinois, with a principal place of business at 1776 East Washington Street, Urbana, IL 61802 ("Licensee").

In consideration of the mutual promises contained below, the parties agree as follows:

1. Program Product

ClerkBase will supply a portal to the OnBoard web application for purposes of entering, tracking and reporting on board/commission member information as described in product brochure and listed on our website at <http://www.clerkbase.com/onboard.php>, as well as free technical support, in accordance with the terms stated in this Agreement and the End User License Agreement, at the prices and stages stated below.

OnBoard with Applications Annual Subscription

\$ 4,999.00/ year

Data is stored and backed up on AWS servers, using industry standard procedures and security. Any security breach will be disclosed to the licensee. All data resides in Data centers in the United States and is property of the licensee.

In the event we part ways in the future or we go out of business the licensee will receive a copy of all data in a format that can be imported or utilized in some way in a different system.

2. Term/Termination

The initial term of this contract shall be five (5) years, commencing on August 1, 2022. Any subsequent Renewals shall be for a period of twelve (12) months subject to mutual written agreement of the parties and in accordance with the Renewal terms specified herein.

Licensee agrees to pay the annual subscription charge of \$4,999.00 during the initial term of this Agreement as set forth herein. Thereafter, OnBoard's Annual Subscription is automatically renewable for each subsequent year unless notified in writing thirty (30) days prior to the start of a new twelve (12) month term. Either party may cancel this Agreement at any time upon thirty (30) days prior written notice. In the event Licensee terminates the Agreement prior to the end of any term, Licensee shall be responsible for its prorated share of the Annual Subscription up to its notice of termination.



3. Non-discrimination

ClerkBase agrees that all hiring by ClerkBase of persons performing this Agreement shall be on the basis of merit and qualifications. ClerkBase will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. ClerkBase will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. ClerkBase will be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 2, United States Code, and all regulations promulgated thereunder. ClerkBase will require these nondiscrimination terms of its subcontractors providing services under this agreement.

4. Payments

Invoice is payable within thirty (30) days upon receipt of invoice.

For LICENSEE: County of Champaign, Illinois

Date: 5-27-22

By: *Dorene A Kleppner*

Attest: *Rita Kincheloe*

For ClerkBase:

By: *[Signature]*

(Authorized Representative)

Title: Director of Client Services

Date: August 1, 2022