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DataBank
A KYOCERA GROUP COMPANY

DATABANK ONBASE SUBSCRIPTION AGREEMENT

This DataBank OnBase Subscription Agreement ("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 "Effective Date" and continues until July 31, 2030 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 ("Customer"), having an address of 1115 Albany St., Caldwell, ID 83605.

1. PRICE

Unless otherwise terminated pursuant to section 5.1 herein, Customer will pay the annual Subscription Fee in the amounts and on the dates set out below in the Subscription Table during the term of the Agreement. The total amount of this agreement, over the initial five year term, is $489,107.82.

SUBSCRIPTION TABLE

Product	**SUBSCRIPTION FEE AMOUNT AND PAYMENT DUE DATE**		**Term**
Software* licensed: Data Management Package Software (DMPIPIE)	Year 1: $87,811.76 Year 2: $92,553.59 Year 3: $97,551.49 Year 4: $102,819.48 Year 5: $108,371.50	Payment Due by: August 1, 2025 Payment Due by: August 1, 2026 Payment Due by: August 1, 2027 Payment Due by: August 1, 2028 Payment Due by: August 1, 2029	August 1, 2025 - July 31, 2030 5 year Term

*See Attachment A for Included Software

2. DEFINED TERMS

Capitalized terms used in this Agreement and not defined in this Agreement are used herein with the same meanings as such terms have under the End User License Agreement for Subscription Software, entered into between Customer and Hyland Software Inc. ("EULA").

3. SUBSCRIPTION ORDERS; ACCEPTANCE OR REJECTION

Customer shall submit a written Subscription order to DataBank for the Subscription of the right to use all components of the Subscription Software. Any Subscription order submitted by Customer is subject to acceptance or rejection by DataBank. When this Agreement is signed by DataBank, it shall represent DataBank's acceptance of Customer's commitment to subscribe to and use the Subscription software covered under this Agreement.

4. PRICES, INVOICING AND PAYMENT

4.1. Prices and Invoicing.

4.1.1. Subscription Fee. Payment of Subscription Fee under this Agreement shall be made in

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accordance with the Subscription Table in Section 1 of this Agreement.

4.1.2. Receipt of Invoices; Correction. All invoices shall be sent electronically by DataBank to Customer to the attention of "Accounts Payable," or to such other person or department as Customer may specify from time to time by written notice to DataBank. In the event any invoice contains an under billing error which is discovered by DataBank, DataBank may issue a new invoice to correct the error.

4.2. Extended Support Fees (ESF)

4.2.1. ESF Obligation. Customer acknowledges and agrees that if the software version operating at the end of the Subscription Term, as defined in the Subscription Table, falls under the manufacturer's Extended Support Program and the customer does not wish to upgrade to a newer version, extended support services may be subject to Extended Support Fees (ESF) in addition to the Subscription Fee.

4.2.2. Payment of ESF. Any applicable Extended Support Fees (ESF) shall be invoiced and are due in accordance with the terms specified in the respective invoice.

4.3. Payment of Invoices. Subject to Section 4.4 below, Customer shall pay all fees in accordance with the due dates specified in the Subscription Table in Section 1 of this Agreement. DataBank will issue invoices aligned with the Subscription Table to the extent practicable; however, if an invoice is issued after the applicable due date has passed, payment shall be due immediately upon receipt. In no event shall the timing of invoice issuance modify or extend the payment obligations set forth in the Subscription Table. All payments for subscription services or other services under this Agreement must be made via Automated Clearing House (ACH) transfer.

4.4. Resolution of Invoice Disputes. If Customer believes that an invoice contains an error, then Customer shall, prior to the due date for payment of such invoice, notify DataBank in writing that it disputes all or any portion of an amount invoiced. Any amounts not timely disputed in accordance with the preceding sentence shall be deemed to be undisputed and shall be payable in accordance with the agreed-upon payment terms specified in this agreement. With respect to any amounts that are timely disputed, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of DataBank's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties are unable to resolve the dispute in accordance herewith, either party thereafter may file litigation in a court of competent jurisdiction in accordance with the terms of this Agreement in order to seek resolution of the dispute.

4.5. Certain Remedies for Non-Payment or for Late Payment. At the election of DataBank, exercisable by written notice to Customer, any past due amounts under any DataBank invoice shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due through the date that such past due amounts and such accrued interest are paid in full. The minimum monthly interest penalty for an unpaid balance of $100 or more is $10. For unpaid balances of less than $100, the Customer shall pay the actual interest penalty due DataBank. In the event of any default by Customer in the payment of any amounts invoiced by DataBank, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, DataBank shall have the right to suspend or cease Customer's right to use the

Subscription Software and/or Maintenance, unless and until such default shall have been cured.

4.6. Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on DataBank's income).

4.6.1. In the event Customer is required by law to withhold taxes, Customer agrees to furnish DataBank all required receipts and documentation substantiating such payment. If DataBank is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse DataBank within thirty (30) days after DataBank notifies Customer in writing of such remittance. Customer agrees to provide DataBank with valid tax exemption certificates in advance of any remittance otherwise required to be made by DataBank on behalf of or for the account of Customer, where such certificates are applicable.

4.6.2. If Customer is exempt from tax liability, Customer agrees to provide DataBank with all necessary documentation to establish their tax-exempt status. Payment shall be made in accordance with a prompt payment ordinance, where applicable. In cases where no prompt payment ordinance applies, the terms specified herein shall govern the payment process.

4.7. U.S. Dollars. All fees and charges under this Agreement shall be determined, invoiced and paid in U.S. dollars.

5. TERMINATION

This Agreement shall remain in force and payable during the Subscription period identified in the Subscription Table. The Customer shall provide at least 90-day notice to DataBank prior to the expiration date if they wish to extend the Subscription Agreement beyond the initial term as identified in the Subscription Table. Except as may be otherwise required under section 5.1, if at any time, the Customer wishes to terminate this Agreement earlier than permitted under this Section, the Customer shall nevertheless be required to provide DataBank 90 days written notice prior to the Subscription expiration date, and all fees owed for the remainder of the then applicable Term shall be accelerated and paid by Customer to DataBank on or before the termination date. No refunds for amounts paid or credits against future payments due will be issued by DataBank. Notwithstanding any other language in this Section, either the Customer or DataBank may terminate the Agreement prior to the Agreement's expiration date for cause; that cause being a material breach of the Agreement which has gone uncured for thirty (30) days.

5.1. Non-Appropriation. In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, DataBank understands and agrees that the Customer may cancel this Subscription Agreement for any fiscal year when the necessary funds for fulfillment of this agreement are not budgeted for, and appropriated by, the Customer. The Customer may, solely at its option, at the end of any fiscal year of the Customer, cancel this agreement, without penalty, if the Customer determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted. Customer's fiscal year shall commence on the 1st day of October of each year and shall terminate on the 30th day of September of the following year. In no event shall DataBank be entitled to anticipated profits or consequential damages if the Agreement is canceled pursuant to this section 5.1.

6. NOTICES

Day to day communications regarding the Products and Services should be provided to the employees

involved in the Statement of Work or identified account manager. Any legal notices or consents pursuant to this Agreement shall be in writing and shall be sent to the Parties at the following physical addresses and shall be deemed to have been duly given on the date delivered in person, or sent overnight delivery service, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested:

If to DATABANK:	DATABANK 458 Pike Road Huntingdon Valley, PA 19006 ATTN: Contract Compliance Email: ContractCompliance@databankimx.com Phone: 800-873-9426
If to CUSTOMER:	Canyon County 1115 Albany St., Caldwell, ID 83605 Attn: Greg Rast Email: greg.rast@canyoncounty.id.gov Phone: 208-454-6604

7. LICENSE OF SOFTWARE AND THIRD PARTY SOFTWARE

7.1. The Hyland EULA with Customer shall govern the rights to use the OnBase Software Licenses supplied under this Agreement.

7.2. In the event Customer is utilizing DataBank's or Hyland's cloud hosting services, an increase in the quantity of licenses may result in a corresponding increase in storage volume and computing infrastructure resources within your hosted environment provided by DataBank or Hyland.

8. GOVERNING LAW

The laws of Idaho govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located in Canyon County, Idaho.

9. MISCELLANEOUS TERMS

9.1. No Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, DataBank certifies that it is not a company currently owned or operated by the government of China and will not for the duration of this subscription agreement be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

9.2. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, DataBank certifies that it is not currently engaged in, and will not for the duration of the subscription agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

9.3. Certification Concerning Boycott of Certain Sectors. Pursuant to Idaho Code section 67-2347A, DataBank certifies that it is not currently engaged in, and will not for the duration of this subscription agreement engage in, a boycott of goods or services from of any individual or

company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein.

Customer specifically represents and warrants that Customer has read and understands all parts of the DataBank OnBase Subscription Agreement prior to entering into the Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Canyon County ("CUSTOMER")	**DataBank IMX, LLC** ("DataBank")
By (Signature): See attached signature page	By (Signature): Signed by: Lynn M. Bell B3C763C5E6A140C...
Printed Name: _____	Printed Name: Lynn M. Bell
Title: _____	Title: VP, Revenue Operations
Date: _____	Date: 1/15/2026

Attachment A: Current Active Licenses

Code	Name	Type	Quantity
GV-B-MU2-VLIPC1_SUBS	Local Government Workview Concurrent Client SL	Purchased	15
GV-B-MU2-PDI	Local Government Production Document Imaging		1
PWIPI1_SUBS	Signature Pad Interface (TWAIN)	Purchased	1
GOVT-B-LOCAL_SUBS	Local Government Licensing Bundle	Purchased	1
UIIPI1_SUBS	Unity Integration Toolkit	Purchased	1
IAIPW1_SUBS	Advanced Capture	Purchased	1
GV-B-MU2-TIIPW2_SUBS	Local Government Production Document Imaging (TWAIN) - For second and beyond	Purchased	39
UFIPI1_SUBS	Unity Forms	Purchased	1
SNIPI1_SUBS	Single Sign-On for Microsoft Active Directory Service	Purchased	1
GWIPI1_SUBS	Public Sector Constituency Web Access	Purchased	243115
IRIPI1_SUBS	ICR Support for Advanced Capture	Purchased	1
GV-B-MU2-RIIPI1_SUBS	Local Government Records Management	Purchased	1
RHIPI1_SUBS	Reporting Dashboards	Purchased	1
CMIPI1_SUBS	Configuration Migration Utility	Purchased	1
GV-B-MU2-CTIPN1_SUBS	Local Government Named User Client	Purchased	15
GV-B-MU2-CTIPC1_SUBS	Local Government Concurrent Client	Purchased	125
DPIPW1_SUBS	Document Import Processor	Purchased	1
GV-B-MU2-WLIPC1_SUBS	Local Government Workflow Concurrent Client SL	Purchased	53
FPIPW1_SUBS	Full-Page OCR	Purchased	1
GV-B-MU2-OBAIPI1_SUBS	Local Government Office Business Application	Purchased	1
GV-B-MU2-TIIPW1_SUBS	Local Government Production Document Imaging (TWAIN)	Purchased	1
PDFIPI1_SUBS	PDF Framework	Purchased	1
GV-B-MU2-OUTIPI1_SUBS	Local Government Integration for Microsoft Outlook	Purchased	1
GV-B-MU2-WTIPW1_SUBS	Local Government Web Server	Purchased	1

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DATED this 20th day of January, 2026.

CANYON COUNTY BOARD OF 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	X		
Commissioner Zach Brooks	X		

ATTEST: JESS URRESTI, CLERK

By: _____
Deputy Clerk