TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH   **DATE:** April 25, 2019

RE: *Approval of contract with Saba Software, Inc. ("Saba") to provide implementation and cloud services for hosting a Learning Management System (LMS).*

PETITION #08-19

That the Southern Nevada District Board of Health *approve the attached SABA CLOUD SUBSCRIPTION SERVICES AGREEMENT and Saba Cloud Assist Statement of Work agreements between SNHD and Saba.*

PETITIONERS:

Jason Frame, *Information Technology Manager*
John Shannon, *Director of Administration*
Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer*

DISCUSSION:

The Learning Management System is an essential part of SNHD's Workforce Development strategy. This system will host all the required and optional online trainings for workforce members. The LMS will allow workforce members to schedule trainings and track their training progress, and the system will also integrate with SNHD's ERP system. Additionally, the LMS will be used by various district programs to provide online training to community partners and to the public. SNHD can provide continuing education or professional development credits, as well as certificates of completion for the courses.

FUNDING:

The LMS has been budgeted under the SNHD Information Technology General Fund budget for both FY19 and FY20.

◊ SABA.

◊ SABA.

Saba Cloud Assist Statement of Work

Southern Nevada Health District

April 26, 2019

Saba Software Cloud Services
Statement of Work

Customer:	Southern Nevada Health District
SOW Effective Date:	April 26, 2019

This Statement of Work (or "SOW") is entered into as of this April 26, 2019 by and between Saba Software, Inc., ("Saba" or "Consultant") and Southern Nevada Health District (or "Health District") (individually "Party", collectively "Parties"). This SOW is governed by the terms of fully executed Saba Cloud Subscription Services Agreement C1900101 ("Agreement") between the Parties. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

Signing this document indicates that Health District agrees with the scope of Services, the terms and conditions, deliverables, assumptions and overall responsibilities set forth in this Statement of Work.

	Southern Nevada Health District	Saba Software, Inc.
Authorized Signature		
Name and Title	John A. Shannon Director of Administration	
Date		

1. Project Contact and Ship To Information:

Please complete the table below

Health District Contacts

Project Sponsor Contact

Project Manager Contact

Title: IT Manager

Title: IT Project Coordinator

Name: Jason Frame

Name: Steve Youles

e-mail: <u>frame@snhd.org</u>   e-mail: <u>youles@snhd.org</u>

Phone: 702/759-1641   Phone: 702/759-1399

Address: 280 S. Decatur Blvd.   Address: 280 S. Decatur Blvd.
                Las Vegas, NV 89107   Las Vegas, NV 89107

Is a Purchase Order Required? **No**

Billing Address:

Accounts Payable
280 S. Decatur Blvd
Las Vegas, NV 89107
AP@snhd.org

Please sign and return this document by email and US Mail to:

Saba Software, Inc.   Saba Software, Inc.
                                               Fax: (410) 995-2057
4120 Dublin Blvd, Suite 200
Dublin | CA 94568 | USA

2. Definitions

Agile software development refers to a group of software development methodologies based on iterative development, where requirements and solutions evolve through collaboration between self-organizing cross-functional teams. Agile methods or Agile processes generally promote a disciplined project management process that encourages frequent inspection and adaptation, a leadership philosophy that encourages teamwork, self-organization and accountability, a set of engineering best practices intended to allow for rapid delivery of high-quality software, and a business approach that aligns development with customer needs and company goals.

Scrum is an agile software development methodology. Specifically, a set of practices used in Agile project management that emphasize daily communication and the flexible reassessment of plans that are carried out in iterative and incremental phases of work.

Sprint is basic unit of development in Scrum. The sprint is a timeboxed effort; that is, it is restricted to a specific duration. The duration is fixed in advance for each sprint and is normally between one week and one month, with two weeks being the most common duration.

3. Project Overview

The Services described in this SOW will support Health District in Saba Cloud deployment (the "Project"). During deployment, Health District's Saba Business Consultant ("BC") will guide Health District through the configuration of its system. This solution delivery methodology provides Health District's team with the hands-on experience to configure Saba Cloud for its organization.

Saba Business Consultant

BC will provide Health District's project team with the structure, direction, and guidance needed to setup Saba Cloud using the Saba Services Agile Methodology supported by Saba online courses and job aids.

Saba's selected Assist packages will enable Health District to implement Saba Cloud efficiently and effectively. Saba has taken the best of Lean and Agile and incorporated them into its process:

- Only enable what is needed for Health District's immediate goals
- Collaboratively define requirements
- Rapidly enable and test

Please see the section 7.4 for a complete list of packages defined as in scope for this Saba Cloud deployment.

- Foundational Data
- Learning
- Testing and Assessments

Saba Technical Consultant

Health District's **Saba Technical Consultant ("TC")** will provide advice and guidance to the Health District Project Team on technical aspects of the Saba Cloud implementation via job aids and demonstrations and provide example files where appropriate. Saba provides an enriched set of self-service tools that are available to Health District, enabling it to perform technical integrations with numerous applications.

Health District is responsible for all execution and validation activities for each enabled integration. Outside of the following activities, the Saba Technical Consultant does not provide hands on expertise unless Elective or Premium Consulting Services are selected and included in the Project scope. TC performs the following activities in the Pre-Production and Production instance.

- ✓ As part of the Foundation Sprint, the TC will import the core Human Resource Information System ("SunGard ONESolution ERP") from SunGard ONESolution data using the Data Import ("DI") tool for the internal **Person, Organization, Job** and **Location** components. The Health District Project Team is responsible for providing data files for each component in the Saba required format and data structure.
- ✓ If requested, a manual one-time data load for external Customers.
- ✓ The TC will provide job aids and sample data files for all out of the box data import components for data migration or integration purposes.
- ✓ The TC will assist the Health District Project Team in overcoming any technical issues using the DI tool for the ERP data components listed above.
    - o The Health District Project Team is responsible for the validity of all data files.
    - o Errors resulting in incorrect data file structure is the sole responsibility of Health District
    - o Saba will perform a total of four (4) executions of each data file for the four (4) data components. Executions should be limited to three (3) in Pre-Production and one (1) in Production.
    - o Saba will assist the Health District Project Team with one (1) formal review of the data file structure if errors are encountered with the load process.
    - o If issues persist, then Health District's Project Team will need to consider a Scope Change Request ("SCR") request for additional Technical Consulting to assist with the DI processing.
- ✓ The TC will configure the scheduling of the SunGard ONESolution ERP data imports into the PreProduction and Production environments to automate the import process and assist Saba Cloud Operations with setup of the SFTP directories for Health District.
- ✓ TC will enable and configure SSO utilizing Azure ADFS for authentication internal users

✓ TC will create additional microsite for External users. External users will utilize Saba Authentication method only.

4. Project Approach

The implementation is focused on building and enabling a collaborative environment between project teams and end users. This approach:

- Breaks the overall project down into rapid configuration cycles focused on key business needs with rapid sprints of requirements, design and validation

- Drives collaboration between team members and users who are treated as integral part of design decisions rather than a testing after thought

- Guarantees user feedback on every task of the project

- Eliminates lag in feedback thus reducing the probability of misstated or misunderstood requirements

- Allows for changes due to shifts in business needs or market dynamics

The net outcome is reduced time and effort to deploy, increased end user satisfaction and the flexibility to meet evolving needs.

4.1 Project Deliverables

Deliverable Name	Description	Acceptance	Dependency	Responsible
Saba Cloud Mobilization Package	Identifies key data elements required to populate the Saba Cloud Environment to allow Health District preparation and planning. Sprint schedules are identified, and stories included in each sprint. Planning will be broken down per sprint.	The Health District Project Manager accepts Mobilization Deck via email acknowledgement.	N/A	Saba

System Configuration	Agile sprints led by Saba Business Consultant/Scrum Master where Health District is equipped and provided guidance in how to complete defined configuration tasks.	Health District Project Manager accepts weekly sprint testing results.	Health District team completes required configuration tasks based upon only those items as described within the scope of this SOW. Health District subject matter expert attendance at sprint planning meeting, standup meetings, and Sprint testing meeting.	Saba & Health District
Go-Live Checklist	Identify all Saba and Health District activities to support Launch.	Health District Project Manager agrees and signs off checklist via email acknowledgement.	Dependent on completion of the configuration of the system and inputs from Health District.	Saba and Health District
Services Acceptance Statement	Acknowledgement that the Services described within the SOW have been completed.	Health District Project Manager agrees and signs off on Services Completion Statement. See Exhibit A	All deliverables have been completed.	Health District

4.2 Related Project Facts

Related Facts – Overall

- Saba Cloud is a cloud-only release, with no customizations to functionality, workflow, UI, integration or reporting tools allowed.
- The Saba software to be configured will be deployed in a Saba Cloud environment(s).
- The Health District Project Team and staff will be responsible for any data entry activities required during the project.
- Requests for enhancements to the product will need to follow the existing process whereby Health District is responsible for raising the request in the Health District portal. Saba Support Services will not be involved in creating or tracking enhancement requests during the project.
- It is anticipated that all project activities will be performed virtual with no onsite work visits included in the scope of this project. The Saba Business Consultant will engage with the Health District using remote sessions.

- Elective services are available for customers with specific requirements. See the available "Elective" services outlined in the Appendix.
- Health District is responsible for any Business Process Documentation deemed required.
- Health District is responsible for timely acceptance of configuration during sprint testing
- The project scope includes a multi-domain design for internal and external audiences. Audience types may be used to segregate the catalog for end-users.
- The Health District project team will complete the recommended implementation readiness training (recommendations to be provided by the Saba Implementation Team shortly after team introduction)
- Customers with specific requirements can select from the available "Elective" services outlined in the Appendix.

Related Facts – Configuration

- Health District is responsible for timely acceptance of Project Deliverables as appropriate.

Related Facts – Technical

- All technical Integration and Reporting solutions will be delivered by Saba integration and reporting tools available out of the box. Saba will review requirements with Health District and support testing.
- Health District will be responsible for updates to integration feeds (such as inbound files) necessary to comply with Saba standards.
- Health District is responsible for the creating and testing of all analytic extracts and reports.
- Saba Technical Consulting Services are performed in a single Pre-Production and a single Production environment.

Related Facts – Data Migration

- Health District agrees and accepts the data import terms of use outlined in the Appendix document.
- Health District is responsible for manual data entry for any component or element that is not available as an "out of the box" import process.
- Health District is responsible to comply with Saba's data file structural requirements for use of all imports.
- Bulk data import capabilities are limited to the data import components available with the current product release. No custom imports or enhancements will be developed for this project.
- Saba will not perform data conversion, manipulation or updating during the data migration extraction and load process.
- The Health District understands and accepts that all data imported into Saba Cloud cannot be deleted once it is imported. Notwithstanding, Saba can hide or move imported data for visibility purposes, or update data statuses if requested by Health District. Best practices must be followed when performing data load activities.
- Data import procedures are available for many components and can be utilized during the project if the appropriate data file is created by Health District. Data file creation is the sole responsibility of Health District.
- Data import procedures use standard web APIs when processing data insertion into Saba Cloud. No adjustments or changes can be made to the processing logic of these procedures. Health District must accept use of these import procedures as is, no enhancements will be made to adjust any out of the box import process.

Languages

- The Services outlined in this SOW assumes all configuration is performed in an English locale. All language-based configuration adjustments are the responsibility of Health District including, but not limited to:
  - Undertaking linguistic reviews and any translations necessary to support Health District UI configuration and notification configuration.
  - Any additional language configuration requirements will impact the project schedule and are not accounted for in this SOW.

Testing

- All testing activities are the responsibility of Health District. Saba will provide support assisting in issue escalation. Health District is responsible to maintain a tracking sheet of all issues identified during sprint testing.
- User Acceptance Test ("UAT") planning and testing is not performed as part of a baseline Assist project implementation. All testing is performed during each sprint cycle.

Timeline

- The timeline has been based upon providing a configured system as detailed in the Sprint Plan contained within the Appendix.
- Project Team members must be empowered to make decisions regarding the setup and configuration of the Saba system within the schedule as defined in the timeline below The Project will be delivered according to the project timeline. Once the Project has commenced, unless there is a SCR ratified by both Client and Saba, detailing the length and nature of the extension and any changes to the costs and resource estimates as a result of this amendment, the project duration will conclude on week #9, as indicated in the timeline below. It is therefore imperative that Health District ensures all required resources are allocated and prepared for the project.

Project Timeline:											
Delivery	Time	WK 1	WK 2	WK 3	WK4	WK 5	WK 6	WK 7	WK 8	WK 9
1 Mobilize & Kickoff	1W									
2 Agile Configuration: Foundation, UI & External Microsite	2W		1	2						
3 Agile Configuration: Learning Sprints	5 W				3	4	5	6	7	
4 Technical Activities - OneSolution ERP, SSO Azure & Adhoc Transcripts Data imports										
5 Launch	1 D									

The numbered boxes correspond to sprints per the Sprint Plan in the appendix.

5. Work Out of Scope

- Based on Saba's current understanding of Health District requirements, the following tasks and deliverables (as well as any other activities not explicitly set forth in this SOW) are out of scope and will not be executed as part of this project.
  - Any work not specified within this SOW - This includes courses, content, classes, data, assessments, checklists, certifications and curriculum not itemized within the Sprint Plan Stories and Descriptions below.
  - Configuration efforts for business processes not specified within this statement of work

including additional learning functionality.
- Any Content development or redevelopment work, Advance Assessments, Saba Performance, Saba Talent & Career Planning modules.
- Any enhancement to the generally available Saba Cloud functionality.
- Customizations are not permitted.
- Changes to the scope of this SOW require a fully executed SCR.

6. <u>Saba and Health District Responsibilities</u>

6.1 Health District Resources

Role	Description
Project Lead	Manages the project and the project team. Assigns tasks and finalizes project priorities
Core Project Team	Executes the sprint tasks.
Health District Representatives	Representative for stakeholder groups empowered to articulate the requirements of the group and available to answer questions, get information, etc., during sprint.

6.2 Saba Resources

Role	Description
Engagement Manager	Direct the activities of all Consultant work streams. Responsible for all aspects of Consultant's Project delivery. Coordinate all Consultant technical work streams to drive integration of requirements and deliverables. Define and manage project planning activities for the solution.
Business Consultant / Scrum Master	Provides product expertise, guides tasks, and confirms configurations best practices. Runs the Sprint Planning, Standup Meetings and Sprint Acceptance Meetings.
Technical Consultant	Technical consulting is provided based on the selected consulting services identified in the cost summary deliverable breakdown

7. <u>Project Investment Summary</u>

7.1   Fee Schedule

Unless otherwise specified, all Services shall be provided on a time and materials basis at rates and charges identified in the table in the Cost Summary section below. In addition to the amounts set forth below Health

District will reimburse Saba for reasonable shipping and handling incurred by Saba in connection with performing or delivering the Services. Health District is a governmental tax-exempt entity and shall not be responsible for any taxes for any Service provided herein, whether federal or state, unless otherwise required by law. A valid tax exemption certificate will be provided to Saba upon execution of Saba Cloud Subscription Services Agreement.

All payments due under this Statement of Work shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Health District is required to deduct or withhold, Health District will promptly notify Saba of the requirement, pay the required amount to the relevant governmental authority, provide Saba with an official receipt or certified copy or other documentation acceptable to Saba evidencing the payment, and pay to Saba, in addition to the payment to which Saba is otherwise entitled under this Statement of Work, such additional amount as is necessary to ensure that the net amount actually received by Saba free and clear of all taxes equals the full amount Saba would have received had no such deduction or withholding been required, Health District will pay all amounts owing for the Services rendered hereunder within thirty (30) days of the date of the invoice. All Fees and expenses will be invoiced monthly.

7.2 Fee Schedule for Fixed Fee Items

For any Fixed Fee deliverables included in this SOW, fees will be invoiced upon execution of this SOW. Southern Nevada Health District agrees to pay all fees within thirty (30) days of receipt of invoice. Any work outside the scope of this SOW shall be set forth in a SCR or a separate Statement of Work.

7.3 Expenses

Our implementations are executed remotely via Saba Meeting and virtual tools. In the rare event onsite work is required actual, reasonable expenses and travel are reimbursable by the Health District in accordance with Health District's then current Travel Policy. Actual, reasonable travel and out-of-pocket expenses, if any, are not included in the Fees, and will be invoiced separately with prior written approval from Health District. Health District agrees to pay such previously approved expenses and travel within thirty (30) days of the date of receipt of such invoices. Saba is responsible for making travel arrangements for its personnel.

7.4 Scope Summary

Saba estimates the following Assist packages and consulting services are required for a successful Saba Cloud deployment.

Activity Name	Hours	Resource Type
Selected Saba Cloud Assist Success packages Assist project that includes 7 configuration sprints to model and validate key internal business processes and workflows and including configuration of Saba UI workflows, reporting and notifications for the following in scope packages: ▫ Engagement Management support ▫ Mobilization and Foundation Data for Internal and External ▫ Learning Package, Advance Testing	REDACTED	▫ Engagement Manger (PM) ▫ Business Consultant

Saba Cloud Elective Technical Services

▪ SunGard ONESolution ERP RDI Schedule	REDACTED	▪ Technical Consultant
▪ SSO – AZURE ADFS authentication – Internal audience		
▪ Historical transcript Imports		

The Assist packages and elective consulting services listed in the above table have been identified as in scope for your Saba Cloud deployment. For a detailed description of the in-scope elements and all available Packages and Elective Consulting Services please see the **Appendix** in this document.

7.5 Cost Summary

Services ("Services")
Engagement Management support
Business Consulting – Project Mobilization, Foundation Data, UI Branding & External Microsite
Business Consulting – Learning Package + Analytics Reporting
Technical Consulting – SunGard ONESolution ERP RDI Integration and Schedule & External Health District Manual data load
Technical Consulting – Azure ADFS SSO Authentication for internal Microsite
Technical Consulting – Adhoc Transcript Data Imports
Total (not including any travel and expenses) - **$29,690.00**

8. Project Administration

8.1 Project Deliverables Acceptance

During the course of the project, Saba will review Project Deliverables with Health District for acceptance. Health District is responsible for acceptance or rejection of each deliverable at the time of the acceptance meeting. Health District will not unreasonably withhold its acceptance.

If a Project Deliverable is rejected by Health District, Health District will document the specific reasons for rejection, and review with Saba. Saba will thereafter submit a corrected version of the Project Deliverable for acceptance within a mutually agreed period from the written rejection. Health District will review the resubmitted Project Deliverable and communicate the status as per above.

If Health District places any Project Deliverable into Production, such Project Deliverable shall be deemed accepted and the work complete. If Health District decides not to place the item into Production, but has indicated acceptance, Saba will deem the work complete.

8.2 Change Control Process

Requests to change the scope of the Project can be made at any time during the course of the Project by either Party. Since a change could affect the cost, schedule, or other terms of this SOW, the Parties must each review and approve each change prior to work beginning on the new scope.

An SCR will be the vehicle for communicating changes to the Services deliverables contained in this SOW. The SCR describes the change; the rationale for the change and the effect the change will have on the cost, schedule, or other terms of this SOW.

A written SCR must be signed by both Parties to authorize implementation of the mutually agreed upon changes.

8.3 Project Completion Criteria

Upon Saba's determination that it has performed the scope of Project Deliverables in Section 3.1, Saba will provide Health District with a Services Completion Statement, a form of which is attached hereto as Exhibit A.
Health District will respond with acceptance or rejection of Services Completion Statement within seven (7) business days ("Acceptance Period"). If the Acceptance Period expires without written notice of rejection delivered to Saba, the Services Completion Statement shall be deemed accepted and the work complete.

Saba will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Health District signs the Services Completion Statement
- Health District fails to provide Saba with written notice of rejection of Services Completion Statement before expiration of Acceptance Period.
- Health District or Saba terminates the Services in accordance with the provisions of the Agreement

8.4 Resource Cancellation Policy

Health District may cancel reserved Resources for convenience without a cancellation fee upon at least 1 week notice prior to the reservation start date. If the Health District cancels with less than 1 week notice from the reservation start date, Saba will make all reasonable efforts to reassign such Resources. If Saba is unable to reassign a Resource, Health District will pay Saba the amount attributable to reserved days for which the Resource could not be reassigned. Health District will also reimburse Saba for any actual cancellation fees or out-of-pocket expenses incurred for cancelled travel arrangements, provided said travel arrangements were previously approved in writing by Health District.

8.5 Period of Performance

The period of performance of the Services described in this SOW is represented by the Project Timeline and is nine (9) continuous calendar weeks from project kick off unless amended by a mutually agreed upon SCR detailing the length and nature of the extension and any changes to the costs and resource estimates as a result of this amendment.

9. Appendix

Sprint Plan for Southern Nevada Health District – System Configuration

Foundation Data

#	Name	Stories	Description
1	Foundation Data & Branding Options Review	• Populating the Internal Organization Table • Populating the Location table ☐ Populating the Job table. • Populating the Internal Person • Review Branding Options and Homepage layout.	Assuming RDI import, populate the: • Organization table • Location table • Job table • Internal person table. • Review branding options, including logos, colors, and html canvas and arrange and publish default portlet settings.
2	Additional Microsites and External Health District Domain	• Populating the External Organization Table • Populating the Location table ☐ Populating the Job table. • Populating the External Person • Review Branding Options and Homepage layout.	• Populating the External Organization Table ☐ Populating the Location table ☐ Populating the Job table. • Populating the External Person • Review Branding Options and Homepage layout.

Learning

#	Name	Stories	Description
3	Assessments, Content	• Create Assessments and Organize the Production Repository • Managing Production Repository • Import in assessment from QuizMaker – SCORM based	• Ten assessments can be created in this sprint (although more can be done if time allows). The question and answer options will need to have been written first. o Questions will be created imported. Up to 250 questions can be added. • A workable folder structure exists in the Production Repository • All content that will be used in WBTs at go-live has been imported (up to 50 content pieces) o Health District is responsible for ensuring that content will work in Saba. o Include QuizMaker as SCORM Content import

4	Self-paced Training & Checklists	• Creating self-paced Courses (up to 50) • Creating Web-based Classes (up to 50) • Identify Notifications to be Enabled • Creating Checklists (up to 4) • Creating Assignment rules for up to 4 checklists (up to 4)	• Up to self-paced courses needed for go-live have been defined in Saba • Up to 50 self-paced classes that need to be in the system for go-live are created and the appropriate content associated. • Users can register, launch, and complete the course. • Out of the Box notification messages have been enabled and disabled as needed. • Learners are receiving the notifications at the desired time with the correct values populated in the key words. • Up to 4 checklists have been created. • Checklists can be assigned on an as-needed basis by managers or automatically by prescriptive rule or job role, assigned to one or more job types (up to 4 automatic assignment rules).
5	Scheduled Classroom Foundation Tables, ILT/VLT Courses/Classes and Notifications	• Creating Foundation Data to Support Scheduled Training Options • Creating InstructorLed/Virtual Courses/Classes overview • Identify Instructors/Leaders of ILT/VLT • Identify Notifications to be Enabled for Instructor-Led/VLT	• Session templates supporting the vast majority of scheduling options have been created. • Additional training locations are created if needed (not covered by initial location load.) • Training facilities and classrooms created. • Overview of Courses and Classes for ILT/VLT • To be named an instructor on a class, users must be identified as a resource. • Out of the Box notification messages have been enabled and disabled as needed. • Users are receiving the appropriate notifications at the appropriate times.

| 6 | Curriculum and Certifications | • Creating and assigning a certification (1)
• Validating Certification behavior and policies
• Creating Curriculum (2)
• Assigning Curricula | • Create 1 Certification:
  o Defining base details, availability, and target days
  o Adding courses and grouping them into modules
  o Create 1 path and 1 recertification path, if applicable.
  o Setting registration rules
  o Validate past credit, recertification, etc. behavior of primary certification using test data to mimic the lifecycle of the certification.
  o Create 1 assignment rule to push the certification to the appropriate learners by up to 2 criteria, if needed.
• Create 2 Curricula: o Defining base details, availability, and target days
  o Adding courses and grouping them into modules and a single path
  o Setting registration rules
  o Creating assignment rules to push the curriculum to the appropriate learners by up to 2 criteria, if needed. |
| 7 | Analytics reporting | • Provide Analytics support | • Business consulting to provide expertise and assistance to create up to 3 analytic reports. Demonstration and enablement sessions will be performed with up to 3 of the desired reports developed during the session. |

Data Import from Health District Source File

The Data Import ("DI") process consists of extracting data from the legacy system and importing into Saba Cloud. The extracts must follow the Saba defined data file formats for each available data component. Creating and running the data extraction is the responsibility of the Health District. DI procedures are available for many components across the complete Talent suite. Acceptance of the below terms and conditions is assumed by all Customers using the DI tools for migration purposes.

The following conditions apply when importing data to Saba Cloud using the Data Import utility:

- Data import procedures are available for many components and can be utilized during the Project if the appropriate data file is created by the Health District. Data file creation and conforming to the Saba defined file structure is the responsibility of the Health District.
- Data import procedures use standard Saba web APIs when processing data insertion/update into Saba Cloud. Any data manipulation logic beyond what is supported in the Data Import Mapping configuration will need to be performed during file creation by the Health District.
- Saba recommends that all Transcript records be migrated into Saba Cloud as Ad-Hoc Transcripts so Registrations and Orders will not need to be created for each History Transcript.

Exhibit A

Services Completion Statement		◊ SABA.
Customer Name:		
Saba Project ID:		
By signing below, I acknowledge that the Services described within this Statement of Work and Project above have been completed and that _____ accepts such Services as of _____ 20___ ACCEPTED AND AGREED		
	Customer	**Saba Software**
Authorized Signature		
Print Name and Title		
Date		

SABA

4120 Dublin Boulevard Suite 200
Dublin, CA 94568 USA
(650) 581 - 2500

Order
Q-00023638

Order Date:	Customer: Southern Nevada Health District	Account Executive:	Trevor Poulsen

Bill to Customer:	Ship to Customer:		
Southern Nevada Health District	**Southern Nevada Health District**		
John Shannon	Dahlia Keegan	**Order Type:**	New Customer
shannon@snhd.org	ap@snhd.org	**Currency:**	USD
(702) 759-1691	(702) 759-1649	**PO#:**	
280 S Decatur Blvd	PO Box 3902	**Ship via:**	Electronic
Las Vegas, Nevada 89107	Las Vegas, Nevada 89127	**Download Location:**	Nevada
United States	United States		

Products and Services

SKU	Product Name	QTY	UOM	Term	Total Price
CLD-SPC-350	Saba Learning	{REDACTED}	Internal Users	12 Months	{REDACTED}
Saba Learning includes learning capabilities, basic testing and assessment authoring, and content management features. Additionally customers have access to the basic organizational charting features within Saba Cloud, and the available social features (blogs, chat, discussion forums, dynamic network analysis, groups, ideas, resources, collections, and workspaces) and The Intelligent Mentor (TIM) feature. Price is per active user. Access to create Saba Meeting events is also included but the number of Concurrent User licenses (required to support concurrent attendance) is limited.					
CLD-SPC-201	Saba Cloud; External Active Log-in Subscription	{REDACTED}	Active Logins	12 Months	{REDACTED}
For external users only. An active login is a unique user that logs into Saba Cloud at least once in a given month (with no limit on the number of logins per month). There is no entitlement to the use of Saba Meeting features. Quarterly true-up to determine actual usage above and beyond the number of committed users is required. Minimum upfront purchase of $4,000 of internal or external license required. If more than 3 additional Locales are requested, include the appropriate uplift percentage (see Locales on "Add-On Options Pricing" tab).					
CLD-SPC-324	Saba Cloud Advanced Testing & Assessment Module	{REDACTED}	User	12 Months	{REDACTED}
The Saba Cloud Advanced Testing & Assessment Module includes the right to use the available advanced testing and assessment features within Saba Cloud. There is no limit to the number of tests that can be created or delivered.					
CLD-SPC-450	Saba Meeting Event Concurrent Users	{REDACTED}	ConUser	12 Months	{REDACTED}
Concurrent users for Saba Cloud Saba Meeting events. Saba Meeting events include meetings, classrooms (for Saba Learning), and webinars. Saba Meeting concurrent users are the total number of users that can attend one or more Saba Meeting events at any given time.					

TOTAL: 40,960.00   USD

Terms:

The terms and conditions of any purchase order shall not apply. The pricing included in this Order is not valid unless an executed copy of this Order is received by Saba on or before 4/26/2019. Southern Nevada Health District acknowledges that this Order is not reliant or contingent upon the delivery, or promise of delivery, of any future functionality, features, or products. This Order is subject to the terms and conditions of Saba Cloud Subscription Services Agreement C1900101 ("Agreement"). Southern Nevada Health District is a governmental tax-exempt entity and shall not be responsible for any taxes for any Service provided herein, whether federal or state, unless otherwise required by law. A valid tax exemption certificate will be provided to Saba upon execution of the Agreement.

Payment will be invoiced on the Order Date and is due thirty (30) days after invoice date.

Southern Nevada Health District	Saba Software, Inc.
Purchase Order is Required ☐	
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

2019
SABA
MR

SABA CLOUD SUBSCRIPTION SERVICES AGREEMENT
C1900101

THIS SABA CLOUD SUBSCRIPTION SERVICES AGREEMENT C1900101 ("Agreement") is entered into by and between Saba Software. Inc. ("Saba") and Southern Nevada Health District ("Health District") (individually, "Party" and collectively"Parties"). This Agreement governs provision and use of the Services provided hereunder as specified on the relevant Order(s).

1. Definitios.

Affiliates means any entity which directly or indirectly controls. is controlled by, or is under common control with the subject entity; and "control" for the purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interest of the subject entity.

Content means all electronic content. information and data (including personal data) submitted to and stored in the Subscripiton Services by or on behalf of Customer, including any personal data.

Order means a Saba sales order or statement of work executed by Saba and Health District (or a Health District Affiliate) that is made pursuant to this Agreement.

Polici es and Entitlements Page means the page on Saba's website that contains the policies and provisions applicable to the Services, located at https://policy.saba.com and incorporatedby reference herein.

Subscription Services means the online, standard Web-based application services made generally available by Saba on a subscription basis and identified on the applicable Order.

Service(s) means the Subscription Services. and/or any other services identified on the applicable Order.

Subscription Term means the term set forth in the applicable Order, including. without limitation, the initial subscription term. or any renewal subscription term agreed by the parties.

User means an individual with credentials issued by Health District to log on to the Subscription Services. as more fully described in the applicable Order.

2. Deli very of Subscripti on Services.

2.1 Subscription Services. During the applicable Subscription Term. Saba will make the Subscription Services available to Health District, and hereby grants Health District the right to permit Users to use the Subscription Services in accordance with this Agreement. Health Districtmay view important information concerning the rights and restrictionsassociated with each Order on the Policies and Entitlements Page. The Subscription Services are provided as software-as-a-service and are not customized to Health District's unique requirements. From time to time throughout the Subscription Term, Saba may make upgrades. changes and/or improvementsto the Subscription Services in order to enhance the Subscription Services generally and/or remedy any issues with the Subscription Services.

2.2 Term. This Agreement will begin on the later date of signature on the first Order between the parties (the "Effective Date") and will, unless earlier terminated as provided herein. continue in effect so long as an Order is in effect. The initial Subscription Term of each Order for the Subscription Services will commence on the Order Date (deemed to be the later date of signature on the Order, unless the Order specifies otherwise), and shall continue for the period specified on the Order

unless terminated earlier pursuant to Section 10 of this Agreement. Thereafter, the Subscription Services will renew automatically for two (2) additional twelve (12) month renewal Subscription Terms, unless otherwise specified on the Order. Additional twelve (12) month renewal Subscription Terms may be added upon mutual written agreement of the Parties.

2.3 Support. The support policy(ies) for the relevant Subscription Services are available on the Policies and Entitlements Page. Saba maintains self-service. password-protectedsupport websites, which are available 24x7. Each site contains updated customer support information. Saba Customer Support is provided in English only. Customer Support hours. support telephone numbers. scheduled maintenance windows. and other provisions regarding support of the Subscription Services are posted on the relevant support website and/or in the relevant support policy. Saba may change its scheduled maintenance periods. by providing 30-day advance email notification. If necessary but unscheduled maintenance is required, Saba will use reasonable efforts to issue a timely email warning.

2.4 Monitoring. Saba will monitor the Subscription Services. on a 7 x 24 x 365 basis. for correct operation. capacity and performance. When any faulty operation, capacity or performance of the Subscription Services is identified and verified by Saba, Saba will endeavor to correct any such issues and restore norma l operation of the Subscription Services. Health District can request a monthly uptime report via a support ticket.

2.5 Privacy and Security. Saba is committed to protecting the personal data that Saba receives from Health District, or otherwise processes. If applicable. as a processor. Saba will process personal data in accordance with the Saba Data ProcessingAgreement, as may be separately concluded between Saba and the Health District. As further described in Saba's Customer Privacy, Information Security and Disaster Recovery/Business Continuity Policies (each as available on the Policies and Entitlements Page). Saba will take commercially reasonable and appropriate technical and organizationà measures to protect Health District's personal data against unauthorized access. accidental loss or damage and unauthorized destruction. Saba and Health District agree to rely on the penetration tests periodically performed by Saba. in accordance with the Information Security Policy. The security provided by Saba shall be in accordancewith good industry practices relating to protection of the types of data typically processed in the Subscription Services by Saba customers.

2.6 Other Services. Saba may provide related Services (including consulting and training Services) under the terms of this Agreement. as agreed to in writing by the parties and specified on one or more separately executed Orders made subject to this Agreement. Any deliverables provided by Saba in connection with such Services shall only be used in connection with Health District's authorizeduse of the Subscription Services. Unless otherwise expressly agreed in writing by the parties. such Services shall be provided on a time and materials basis at Saba's then-current standard rates.

2.7 Health District's Affiliates. Health District's Affiliates may purchase Services subject to the terms of this Agreement by executing an Order with Saba under which Affiliate will be bound as Health District hereunder.

2.8 Users. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users, replacing former Users who no longer require use of the Subscription Services. The maximum number of Users and/or other subscriptions of the Services is as set forth in the applicable Order. If Health District wishes to add additional subscriptions for Users or other items, these subscriptions must be purchased in advance of use. Saba may, from time to time and at its own expense, review Health District's usage of the Services to determine Health District's compliance with the terms of each Order. Saba will promptly notify Health District in writing if Saba determines that Health District's usage of the Services exceeds Health District's subscribed entitlements. Health District will pay for any additional subscriptions required for Health District's actual usage.

2.9 Content Processing. Health District shall act as the data controller for any and all Content. Saba shall act as the data processor on behalf of Health District with respect to such Content and shall carry out the instructions of Health District with regard to the collection, processing and protection of such Content in accordance with this Agreement.

3. Intellectual Property.

3.1 Content. As between Health District and Saba, all right, title and interest in and to the Content is owned exclusively by Health District. Health District hereby grants to Saba the right to access and use the Content, solely as reasonably necessary to provide the Services. Health District shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to collect, use, process and transmit all Content, and acknowledges that Saba exercises no control whatsoever over any data passing through Health District's site(s) (including any Content). Saba provides only storage, processing and delivery services for Content, and is not the publisher of Content. Health District is responsible for all activity in User accounts.

3.2 Saba Intellectual Property Rights. All right, title and interest in and to the Services (including, without limitation, all intellectual property rights therein and all modifications, extensions, customizations, scripts or derivative works of the Services provided or developed by or for Saba) is owned exclusively by Saba or its licensors. If Health District or any Users provide Saba with any suggestions, enhancement requests, recommendations or other feedback ("Feedback") regarding the Services, Health District also grants to Saba a perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable and sub-licensable license to use, modify, distribute and incorporate Health District's Feedback into the Services without attribution of any kind. All Feedback, if any, is provided by Health District without warranties. Health District shall have no obligation to provide Feedback.

3.3 Restrictions. Saba and Health District each agree not to derive, or attempt to derive, directly or indirectly, source code or other trade secrets from the other party, or otherwise reverse engineer or decompile all or any portion of the other party's technology, except and only to the extent expressly permitted by, and in accordance with, applicable law.

4. Representations and Warranties.

4.1 Mutual Representation and Warranties. Each party represents and warrants to the other that (i) it has the legal right and authority to enter into this Agreement and perform its obligations hereunder, (ii) it will not introduce into the Subscription Services any virus, worm, Trojan horse, time bomb, or other malicious or harmful code and (iii) the performance of its obligations hereunder and delivery and use of the Services will not violate any applicable laws or regulations (including without limitation those related to data privacy, security, and/or the collection, use, transmission and/or retention of data within or between any jurisdiction(s). With respect to the representation and warranty set forth in (iii) above, Saba's representation relates solely

to its delivery of the Services and Health District's representation relates solely to its and the Users' use of the Services.

4.2 Saba Product Warranty. Saba warrants that the Subscription Services will conform in all material respects with Saba's standard end user documentation for such Subscription Services, and that material functionality of the Subscription Services, taken as a whole will be maintained in all material respects in any subsequent upgrades or changes to the Subscription Services. In the event of a breach of the warranty set forth in this Section 4.2, Health District's sole and exclusive remedy will be that Saba shall, upon receipt of written notice of breach, make diligent efforts to become compliant with the warranty set forth in this Section 4.2, and if Saba does not do so within a reasonable period of time (generally deemed to be thirty (30) calendar days unless the parties agree otherwise),, Health District will be entitled to terminate this Agreement pursuant to Section 10.3.

4.3 Service Level Warranty. Saba warrants that the Subscription Services will perform in accordance with and subject to the Saba Service Level Agreement ("Service Level Agreement" or "SLA"), which is attached hereto as Exhibit 1 and expressly incorporated herein by reference. The SLA states Health District's sole and exclusive remedy for any breach of the warranty set forth in this Subsection 4.3.

4.4 Certification under Privacy Shield. Saba represents and warrants to Health District that, while the EU-US Privacy Shield Framework managed by the U.S. Department of Commerce, International Trade Administration continues to be effective, Saba is and shall remain certified under the EU-US Privacy Shield Framework, or such other comparable framework that the relevant government authorities may institute.

4.5 No Other Warranty. EXCEPT FOR THE **EXPRESS** WARRANTIES SET FORTH IN THIS SECTION 4, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND HEALTH DISTRICT'S USE OF THE SERVICES IS AT HEALTH DISTRICT'S OWN RISK. SABA DOES NOT MAKE OR GIVE, AND HEREBY DISCLAIMS AND EXCLUDES, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND TERMS, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY AND ALL CONDITIONS AND/OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, **SABA** DOES NOT **WARRANT** THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

4.6 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. SABA DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SABA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, AND ACCORDINGLY SABA DISCLAIMS AND EXCLUDES ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO A FAILURE IN THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY A THIRD PARTY OTHER THAN ANY CONTRACTOR OR AGENT OF SABA HEREUNDER.

5. Health District Obligations. Health District shall not, and shall ensure its Users do not, use the Subscription Services (i) to perform any activity that is unlawful, or that is harmful to or interferes with any use of the Subscription Services, or the network, systems and/or facilities of Saba or the network, systems and/or facilities of any other provider; (ii) to store, process, publish or transmit any threatening, infringing or offensive material, or material that constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of any party's privacy, intellectual property or other rights; (iii) in a service bureau, outsourcing, renting, sublicensing or time-sharing capacity, or in a manner that permits concurrent use of a single User login; (iv) to perform any activity intended to circumvent the security measures of Saba or any third party; or (v) other than in connection with Health

District's products or services. If Health District becomes aware of any breach of the foregoing, Health District will notify Saba and remedy the situation as soon as reasonably practicable , including, if necessary, limiting, suspending or tenninating any relevant User's access to the Subscription Services. In the event of a breach or suspected breach of any of the foregoing prohibitions, Saba reserves the right to suspend Health District's Services, if reasonably necessary to prevent harm to Saba, Health District, other customers, and/or Saba's partners, vendors and suppliers with such notice as may be reasonable in the context of the prospective hann. Health District is respons ble for the confidentiality and use of Users' passwords and user names.

6. Fee and Payment Tenns.

Fees and Payment. Health District will pay to Saba the fees and charges set forth on the Orders. Except as otherwise expressly stated in the applicable Order, all amounts are due within thirty (30) days of Health District's receipt of Saba's invoice. Any payment by credit card requires Saba's pre-approval and is payable upon signature of the Order. Pricing is subject to change upon renewal or extension of an Order. Except as otherwise expressly set forth herein, all payments are non-refundable. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Any late payment will accrue interest at a rate of the lesser of (a) four percent (4%) per annum or (b) the highest rate allowed by applicable law.

6.1   Taxes. Health District represents that it is a governmental tax-exempt entity and is not responsible for any taxes for any Service provided herein, whether federal or state, unless otherwise required by law. A valid tax exemption certificate will be provided to Saba upon execution of this Agreement. If Health District is required by any applicable law to deduct or withhold amounts otherwise payable to Saba hereunder, Health District will pay the required amount to the relevant governmental authority, provide Saba with an official receipt or certified copy or other documentation acceptable to Saba evidencing the payment, and pay to Saba, in addition to the payment to which Saba is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Saba free and clear of all taxes equals the full amount Saba would have received had no such deduction or withholding been required.

7.   Limitations of Liability.

EXCEPT FOR HEALTH DISTRICT'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; AND TO THE EXTENT PERMITTED BY LAW, LOSS {REDACTED}; OR DAMAGES ARISING OUT OF A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR ANY PERSONAL INJURY OR DEATH TO THE EXTENT CAUSED BY A PARTY; OR ANY LOSS OR DAMAGE FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, IN NO EVENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT OR OTHERWISE, WILL EITHER PARTY, ITS LICENSORS, OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR CONTRACTORS BE LIABLE TO THE OTHER PARTY FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING WITHOUT LIMITATION ECONOMIC LOSS, LOST PROFITS, LOSS OF USE, REPROCUREMENT COSTS OR LOST OR DAMAGED DATA, EVEN IF SAID PARTY OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE, OR IF SUCH DAMAGES ARISE FROM ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, OR BREACH OF ANY OTHER TERM (INCLUDING A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), OR BREACH OF STATUTORY DUTY; OR (II) A MAXIMUM AGGREGATE LIABILITY IN ANY CLAIM, ACTION, DEMAND OR PROCEEDING WHICH EXCEEDS {REDACTED} % OF THE FEES ACTUALLY PAID TO SABA BY HEALTH DISTRICT FOR THE

SERVICE(S) GIVING RISE TO THE CLAIM DURING THE YEAR IN WHICH CLAIM AROSE.

7.1   THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN SABA AND HEALTH DISTRICT. THE FEES PAYABLE BY HEALTH DISTRICT REFLECT THIS ALLOCATION OF RISK, AS EXPRESSED BY THE LIMITED WARRANTIES, REMEDIES AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HEALTH DISTRICT AGREES THAT IT HAS NOT RELIED ON ANY INDUCEMENT, REPRESENTATION, WARRANTY OR STATEMENT MADE BY OR ON BEHALF OF SABA IN RELATION TO THE SUBJECT MATTER OF THIS AGREEMENT. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS **AGREEMENT. IN** THE EVENT OF **LITIGATION, THIS AGREEMENT MAY** BE FILED **AS A WRITTEN CONSENT** TO A TRIAL BY THE COURT.

8.   Duty to Defend.

8.1   Saba shall defend or settle, at its expense, any claim or action ("Claim") against Health District that (a) the Subscription Services, as made available by Saba to Health District under this Agreement and used within the scope of this Agreement, infringe any copyright, trade secret, patent or other proprietary right, or (b) **is a** result of personal injury or death caused by Saba's negligence or willful misconduct; and Saba shall pay all final judgment awards against Health District or settlement costs in connection with such Claim.

8.2   Health District shall defend or settle, at Health District's expense, any Claim brought against Saba that (a) any Content infringes any copyright, trade secret, patent or other proprietary right of a third party, or (b) is a result of personal injury or death caused by Health District's negligence or willful misconduct; and Health District shall pay all final judgment awards against Saba or settlement costs in connection with such Claim.

8.3   As a condition to the defense and settlement obligations of the parties in this Section 8, a party must provide the defending party prompt notice of any Claim and shall cooperate in all reasonable respects with the defending party in connection with any such Claim. The defending party shall be solely entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

8.4   With respect to any Subscription Services that are found to be infringing, or in Saba's opinion are likely to be found infringing, Saba may, at its option, (a) obtain the right for Health District to continue using the Subscription Services; (b) replace or modify the Subscription Services so they are no longer infringing but still provide substantially similar functionality, or (c) after reasonable efforts to implement the foregoing options (a) or (b), tenninate the applicable Subscription Services. In the event of such tennination, Saba will refund any subscription fees pre-paid by Health District for the terminated Subscription Services, prorated for the remainder of Health District's Subscription Tenn after the effective date of termination.

8.5   The foregoing obligations of Saba shall not apply to any infringement Claim to the extent arising from (a) Health District's use of the Services in a manner other than in accordance with this Agreement; (b) Health District's use of the Services in conjunction with Content or

data where use with such Content or data gave rise to the infringement Claim: and/or (c) Health District's use of the Service(s) with other software, hardware or services, where use with such other software, hardware or services gave rise to the infringement Claim.

The foregoing states Saba's entire obligation and Health District's sole and exclusive remedy for any claim of infringement of any third party copyright, trade secret, patent or other proprietary right.

9. Confidentiality, Public Records.

9.1   As used in this Agreement, "Confidential Information" means all confidential information disclosed by a Party ("Discloser") to the other Party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Health District's Confidential Information includes, but is not limited to, user names. Saba's Confidential Information will include, but not be limited to, the non-public portions of the Subscription Services, network design and documentation: and any benchmark testing of the Subscription Services and the terms and conditions of this Agreement. Health District acknowledges that Saba considers its Confidential Information to be exempt from disclosure under state open record laws, and Saba acknowledges Health District is a public entity subject to Nevada's Public Records Act pursuant to Nevada Revised Statutes Chapter 239. Upon receiving notice of a public records request seeking disclosure of information Saba considers to be confidential, Health District will promptly notify Saba in writing. In such instance, the Parties will proceed in accordance with Section 9.2 below. Absent timely service of injunction or other court determination, Health District shall proceed with disclosing the requested records.

9.2   The Recipient of Confidential Information provided during the course of this Agreement will use at least the same care to prevent further disclosure and unauthorized use of such information as Recipient uses with respect to its own confidential and proprietary information of like importance under similar circumstances, but in no event less than reasonable care. Recipient will not disclose Confidential Information to any third parties, provided that Recipient may disclose the Confidential Information to its employees and contractors who need to know or have access to such information and who are bound to the same extent as Recipient by restrictions regarding disclosure and use of such Confidential Information comparable to those set forth herein. Recipient will not use any Confidential Information for any purpose other than to exercise its rights and perform its obligations under this Agreement. The foregoing restrictions on disclosure and use will not apply with respect to any Confidential Information to the extent such Confidential Information: (a) was or becomes publicly known through no wrongful act or omission of Recipient: (b) was rightfully known by Recipient before receipt from Discloser: (c) is independently developed by Recipient (i.e., without the use of or reference to the Confidential Information of the Discloser): or (d) becomes rightfully known to Recipient without confidential or proprietary restriction from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Confidential Information. Recipient may disclose Confidential Information to the extent Recipient is legally required to disclose such Confidential Information, provided, however, that prior to any such required disclosure, Recipient will give Discloser reasonable advance notice of any such disclosure, and Recipient shall have the right to timely object or dispute the production of any such documents, agreements or other materials in the appropriate court, and in the event of such objection Discloser shall not produce any such documents, agreements, or other materials until a determination is made by a court of competent jurisdiction.

10. Termination.

10.1   Non-Appropriation of Funds.

(a) Health District reasonably believes that sufficient funds can be obtained for any Order executed hereunder, and Health District's General Services staff shall take all appropriate actions to obtain

funding for each fiscal year of any such Order to satisfy Health District's financial obligations under said Order.

(b) Notwithstanding the foregoing, in accordance with Nevada law, Health District is a local governmental entity that relies on legislative budget approval to fund the Services governed by this Agreement. Any Order hereunder is subject to the availability of funding and may be terminated on any twelve (12) month anniversary of the Order date, by providing written notice to Saba not less than thirty (30) days prior to said termination date, if for any reason State and/or Federal funding ability, or grant funding budgeted to satisfy Subscription Services governed by this Agreement is withdrawn, limited, or impaired.

10.2   Termination for Cause. Either party may terminate this Agreement by written notice if the other party materially breaches this Agreement and does not cure such breach within thirty (30) calendar days after receipt of written notice of such breach from the non- breaching party; provided that the cure period for non-payment of the initial Order hereunder shall be ten (10) business days, unless said non- payment is due to a Force Majeure Event as described in Section 11.10 below.

10.3   Effect of Termination. Upon the effective date of termination of this Agreement:

(c) Saba will immediately cease providing the Services. On Health District's request, at any time during the thirty (30) calendar-day period following the effective date of termination, Saba will provide to Health District all Content in the Saba system. Health District data generated by the Saba system during the Subscription Term will be provided in .csv format, and all other Health District content or materials stored in the Saba system will be returned in the format in which it was supplied to Saba by Health District. For the avoidance of doubt, Health District has the right to retrieve its Content at any time during any Subscription Term. After the expiration of the foregoing thirty (30) day period, Saba will delete all Health District Content, and will confirm such deletion upon Health District request:

(d) Any and all of Health District's payment obligations under this Agreement for the Services provided through the effective date of termination will immediately become due and payable: and

(e) In the event of termination for cause by Health District pursuant to Section 10.3 or termination for Chronic Problems as provided in Exhibit 1, Saba will refund any subscription fees pre-paid by Health District, pro-rated for the remainder of Health District's Subscription Term after the effective date of termination.

10.4   Survival. The obligations of the parties under this Agreement, which by their nature would continue beyond termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement.

11. Miscellaneous Provisions.

11.1   **Entire Agreement.** This Agreement, including any Order, and all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Health District acknowledges that any Orders made hereunder are not reliant, or contingent upon, the delivery, or promise of delivery, of any future functionality, features, products or services. The terms set forth in this Agreement and any Order will control in the event that there are any different or additional terms set forth on any purchase order or other form that Health District submits, and any such

different or additional terms shall be ineffective and shall not form part of this Agreement or any Order unless otherwise expressly agreed in writing between the parties. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

11.2   **Governing Law.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Nevada, USA, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement. To the extent not expressly prohibited by any applicable law, the United Nations Convention on Contracts for the International Sale of Goods and all international and domestic legislative or other implementations of such Convention, will not apply to this Agreement.

11.3   **HIPAA.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as from time-to-time amended ("HIPAA") will be shared with Saba during the course of this Agreement. Consistent with state and federal privacy laws, each party will at all times have in place procedures to ensure the privacy and maintain the confidentiality of all participants.

(a) If, however, during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that Saba is a Business Associate, as described in the federal privacy regulations, or if the Parties otherwise reasonably determine that Saba will likely be so defined as a Business Associate under such federal privacy regulations, the Parties will promptly agree upon such procedures and requirements relating to handling private health information and will ensure compliance with applicable governmental requirements and regulations.

11.4   **Export Laws.** As applicable, each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Subscription Services. Without limiting the foregoing, (i) each party warrants and represents that it is not named on any U.S. government list of persons or entities proh bited from receiving exports, and (ii) Customer shall not permit Users to access or use the Subscription Services in violation of any U.S. or United Nations export embargo, prohibition or restriction.

11.5   **Statement of Eligibility.** The Parties each acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise inelig ble to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

11.6   **Severability; Waiver.** In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party.

11.7   **Publicity.** Neither Party can make any public or private announcement, media release, press conference or similar publicity relating to any aspect of Agreement without the other Party's prior written consent.

11.8   **Use of Logo.** Saba may not use Health District's name or logo for any purpose without Health District's prior written consent. Health District in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, Saba's right to use Health District's name and/or logo.

11.9   **Assignment** Neither party may assign, novate or transfer this Agreement, and/or its rights or obligations hereunder, either in whole or in part, without the prior written consent of the other party,

except that either party may, with prior written notice to the other, assign, transfer or novate this Agreement, and/or its rights or obligations hereunder, in whole or in part, to its Affiliate or to a successor to all or substantially all of the business or assets of such party (whether direct or indirect, by operation of law or as the result of an acquisition, merger or other such change of control). **Saba** may also delegate the performance of certain Services to third parties, provided Saba controls the delivery of such Services to Customer and remains responsible to Customer for the delivery of such Services. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

11.10 **No Private Right Created.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

11.11   **Status of Parties; Independent Contractor.** Saba will provide Services to Health District under this Agreement as an independent contractor. Nothing in this Agreement or the relationship between the Parties will be construed to create a joint venture, partnership, relationship of principal and agent or employer and employee, or a co-employment or joint employer relationship between Saba and Health District.

11.12   **Non-Discrimination. As** Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status **as a** disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. The Parties likewise agree that each will comply with all applicable state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.

11.13   **Notices.** Any notice hereunder will be in writing and delivered in person or by courier, sent by email, or mailed by certified or registered mail, postage prepaid, return receipt requested, and addressed as set forth on the Order or to such other address as given in accordance with this Section. If notice is given in person, by courier or by email, it will be effective upon receipt; and if notice is given by mail, it will be deemed effective five (5) business days after deposit in the mail. Any notice to Saba shall be copied at the same time in writing to: Saba Software (Attn: Legal Department), 495 March Road, Suite 100, Ottawa, Ontario, Canada, K2K 3G1 or legal@saba.com. Any notice to Health District shall be copied at the same time in writing to: Southern Nevada Health District (Attn: Legal Department, Contract Administrator), 280 S. Decatur Blvd., Las Vegas, Nevada, 89107 USA.

11.14   **Remedies.** The parties agree in the event of an actual or threatened material breach of this Agreement, the nonbreaching party will be entitled to seek immediate injunctive (or similar equitable) relief, in addition to whatever remedies it might have at law or under this Agreement. Except as otherwise expressly provided herein, all rights and remedies hereunder are cumulative, may be exercised singularly or concurrently and will not be deemed exclusive. If any legal action is brought to enforce any obligations hereunder, the prevailing party will be entitled to seek its legal expenses, court costs and other collection expenses, in addition to any other relief it may receive.

11.15   Force Majeure. Each Party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Affected Party will promptly notify the other Party of the Force Majeure Event. including an estimate of its expected duration and probable impact on the performance of the Affected Party's obligations under this Agreement.

In addition, the Affected Party will (a) exercise commercially reasonable efforts to mitigate damages to the other Party and to overcome the Force Majeure Event, and (b) continue to perform its obligations under this Agreement to the extent it is able.

11.16   **Counterparts.** This Agreement may be executed in multip le counterpa rts each of which shall be deemed an original , but which together shall constitute one inst rument. Facsimile or electron ic transm issions of documents and signatures shall have the same force and effect as originals

BY SIGNING BELOW the Parties agree that they have read, understood , and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

By   _____   .
     John A. Shannon
     Director of Administration

Date   _____

SABA SO FTWARE , INC.

By   _____
     Name:
     Title

Date   _____

EXHIBIT 1
SERVICE LEVEL AGREEMENT

1. Definitions

    a. "Available" or "Availability" shall mean that the Subscription Services are responsive and available for use at the URL specified by Saba. Availability is measured 24x7, on a calendar monthly basis. Unavailability does not mean an inability to connect to the Subscription Services due to (i) a failure between Health District's computer(s) and the Internet; (ii) factors outside of Saba's reasonable control; (iii) any action or inaction of Health District or a User; or (iv) scheduled maintenance periods and necessary but unscheduled maintenance of which Health District has reasonable notice.

    b. "Availability Assurance" means (a) {REDACTED}% for all Subscription Services designated as Saba Cloud by Saba (generally identified by SKUs starting CLD-SPC) ("Saba Cloud" or "Saba Cloud Subscription Services"); and (b) {REDACTED}% for all other Subscription Services.

    c. "Severity 1" shall mean that the Subscription Services are not Available (i.e. a "system down" support issue).

    d. "Severity 2" shall mean that an entire application module (as defined in the standard end user documentation for the Subscription Services) of the Subscription Services is not Available.

    e. "Report" shall mean submitting Health District's issue via the electronic interface to Saba's support tracking system, or in a telephonic conversation with a Saba support representative during a time period when support is available to Health District, based on the edition of the Subscription Services that Health District has purchased

    f. "Resolve" or "Resolution" shall mean that Saba has tested the affected module(s), and has notified Health District electronically or telephonically that the module is accessible and usable.

    g. "Respond" or "Response" shall mean an electronic or telephonic notification to Health District, confinning that Saba has logged Health District's issue in Saba's support tracking system.

    h. "Service Credit" shall mean a credit calculated in accordance with Section 3 below. A Service Credit shall be issued by discounting Health District's next payment for the Subscription Services by the amount of the Service Credit.

2. Service Level Agreement. Saba warrants that the Subscription Services will perfonn in accordance with and subject to this Service Level Agreement, which states Health District's sole and exclusive remedy for any breach of such warranty:

2.1 Availability SLA. Saba's target is 100% Availability of the Subscription Services. If Health District experiences a Severity 1 issue or issues resulting in less than the applicable Availability Assurance, Health District is eligible for a Service Credit as set forth in Section 3.1 below.

2.2 Response and Resolution SLA. For a Severity 1 issue for Saba Cloud Subscription Services, Saba commits to Respond to the issue within {REDACTED} minutes and to Resolve the issue within {REDACTED} minutes after receiving a Health District Report; and for a Severity 1 issue for any other Subscription Services, Saba commits to Respond to the issue within {REDACTED} hours and to Resolve the issue within {REDACTED} hours after receiving a Customer Report. If Saba does not Respond to and/or Resolve a Severity 1 issue within the applicable defined time interval, Health District's remedy is set forth in Section 3.1 below. For a Severity 2 issue for any Subscription Services, Saba commits to Respond to the issue within {REDACTED} hours and to Resolve the issue within {REDACTED} hours after receiving a Customer Report. If Saba does not Respond to and/or Resolve a Severity 2 issue within the applicable defined time interval, Health District's remedy is set forth in Section 3.2 below.

3. Service Credits.

3.1 *Severity 1 I Unavailability.* In the event Health District experiences less than the applicable Availability Assurance in one calendar month, Health District may request a Service Credit from Saba. The amount of the Service Credit shall be calculated by multiplying Health District's pro-rated monthly Subscription Services fees for said Subscription Services for the calendar month in which the Service Credit was incurred, by the percentage shown in the table below that corresponds to the actual Availability of said Subscription Services during that month.

Availability Percentage	Percentage Credit
{REDACTED} %	{REDACTED} %
{REDACTED} %	{REDACTED} %
{REDACTED} %	{REDACTED} %

3.2 *Severity* 2. In the event that Health District Reports a Severity 2 issue, and Saba does not (i) Respond within the defined Response time, or (ii) Resolve the issue within the defined Resolution time, Health District may request a Service Credit from Saba. The Service Credit shall be calculated by multiplying Health District's pro-rated monthly Subscription Services fees for the affected Subscription Services for the calendar month in which the Service Credit was incurred by {REDACTED}%. Health District may request an additional {REDACTED}% Service Credit for each additional, consecutive 24-hour period during which Saba does not either Respond to Health District or Resolve the issue.

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3.3   This Service Level Agreement applies only to Health District's production environment of the Subscription Services, and not to any development, staging, testing, QA or other non-production environment. Response and Resolution shall be measured from the time stamp recorded in Saba's support tracking system at the time that the issue is submitted electronically by Health District (or, if Health District contacts Saba telephonically, the time at which Saba creates the case describing the issue in the system). Response and Resolution times are calculated only during time periods when support is available to Health District, based on the edition of the Subscription Services that Health District has purchased. Time periods during which Saba is awaiting a response or information requested from Health District shall not be counted in Resolution time calculations. Health District may specify the Severity associated with an issue when Health District Reports the issue, but Saba may change the Severity after investigation of the issue. This Service Level Agreement applies to the Subscription Services and all published Saba APIs, but not to any customization, developed applications or extensions.

3.4   Health District Must Request Service Credit. If Health District believes Health District is eligible for a Service Credit for any given calendar month or has a right to terminate as described in Section 3.6 below, Health District must notify Saba in writing within five (5) business days from the end of such month in order to receive a Service Credit or exercise Health District's right of termination.

3.5   Maximum Service Credit. Health District's aggregate Service Credits in any single calendar month may not exceed Health District's pro-rated monthly Subscription Services fees for the calendar month in which the Service Credit(s) were incurred.

3.6   Termination Option for Chronic Problems. If, in {REDACTED} consecutive months, Health District experiences less than the applicable Availability Assurance, and/or Health District accrues Service Credits for Severity 2 issues totaling {REDACTED}% or more of Health District's pro-rated monthly Subscription Service fees for each of such {REDACTED} ("Chronic Problems"), this Agreement may be terminated without penalty. Such termination will be effective thirty (30) days after Saba's receipt of written notice of such termination. Upon such termination, Saba will refund any subscription fees pre-paid by Health District, pro-rated for the remainder of Health District's Subscription Term after the effective date of such termination.