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Attorneys for Plaintiff DAVID JOSEPHSON

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

DAVID JOSEPHSON, as an individual
on behalf of himself and on behalf of all
others similarly situated,

Plaintiff,

v.

LAMON CONSTRUCTION
COMPANY INC., a California
Corporation,

Defendant.

Case No.: 2:23-cv-00043-DAD-AC

**DECLARATION OF ERIC SPRINGER
ON BEHALF OF SIMPLURIS, INC.
(PROPOSED SETTLEMENT
ADMINISTRATOR)**

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I, Eric Springer, declare as follows:

1. I am the Director of Client Services for Simpluris Inc., (“Simpluris”). I am over 18 years of age and authorized to make this declaration on behalf of Simpluris and myself, and make this declaration based upon my own personal knowledge.

2. Simpluris has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance and consumer issues. Simpluris specializes in pre-settlement consultation, data management, legal notification, call center support, claims processing and tax reporting.

3. We have provided notification and/or claims administration services in more than 9,000 cases. Over the past seventeen (17) years, Simpluris has handled approximately \$8 billion in settlements. A true and correct copy of Simpluris' company resume ("Simpluris Resume") is attached as **Exhibit A**.

4. Simpluris is committed to the security of not only our data and information but the Parties' data and information as well. We have not experienced any security breaches in our company history. A true and correct copy of our SOC 2 Certification demonstrating our commitment to security is attached as **Exhibit B**. Additionally, Simpluris maintains insurance coverage in the amount of \$3,000,000 for Errors and Omissions.

5. Simpluris does not have any affiliation with counsel for this matter.

6. Simpluris has been selected by counsel to serve as the PAGA Settlement Administrator for this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) providing the PAGA Letter to the PAGA Employees; (b) calculating individual settlement payments, distributing funds, and tax-reporting following final approval; (c) mailing settlement checks; (d) answering questions from PAGA Employees

7. The mailing addresses contained in the PAGA Employee List will be processed and

1 updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal
2 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the
3 event that any individual has filed a U.S. Postal Service change of address request, the address listed with
4 the NCOA will be utilized in connection with the mailing of the PAGA Letter and Payment.

5 8. For any PAGA Letters and Payments that are returned to Simpluris as undeliverable,
6 Simpluris will perform address traces in an attempt to find an updated address. The address trace will
7 utilize the PAGA Member’s name, previous address and Social Security Number. In the event an
8 updated address is obtained, the PAGA Notice documents will be promptly re-mailed to those PAGA
9 Members via First Class mail. For PAGA Letter and Payment documents that are returned by the Post
10 Office with forwarding addresses attached, these PAGA Letter and Payment documents will be promptly
11 re-mailed to those PAGA Members at the forwarding address via First Class mail.

12 9. Simpluris has agreed to administer the case for a fixed fee of \$2,750. If the scope of work
13 increases or decreases significantly, Simpluris will inform the parties and request approval of an
14 adjustment, whether increased or decreased respectively, to the capped costs. Attached hereto as **Exhibit**
15 **C** is a true and correct copy of Simpluris’ bid for administering this matter.

16 I declare under penalty of perjury under the laws of the State of California that the above
17 is true and correct and that this Declaration was executed this 24th day of October, 2024, in
18 Melbourne, Florida.

19 *Eric Springer*

20 _____
Eric Springer

EXHIBIT A

Simpluris, an award winning claims administrator, has administered over 9,000 matters, managed over \$9 billion in settlement funds, and provided its services for over 15 years. Our beginning-to-end services include complete project management, mailings & notification campaigns, contact center, legal intake, data management, disbursements & tax reporting, among others.

Services

Class Action Administration

Simpluris class action and claims administration offers comprehensive settlement planning, execution, and reporting. When you bring a case to Simpluris, our team reviews each matter independently. Our subject matter experts leverage their experience to develop a settlement framework designed to meet the unique aspects of your matter. We take a consultative approach to address your challenges and support preliminary hearing preparation.

Mass Arbitration Administration

Simpluris can provide the technology and operational fulfillment resources needed to manage mass arbitrations from intake to payment in a cost-effective and efficient manner. At Simpluris, we pride ourselves on having an average of 93.5% signed releases. We have experience administering some of the largest mass arbitration cases, including Uber, Lyft, Instacart, Grubhub, Postmates, and DoorDash. Simpluris delivers solutions for matters of any size and complexity.

Regulatory Remediation

Whether internally initiated or formally required by a consent order, Simpluris aids respondents in meeting critical obligations and deadlines. Simpluris is prepared to plan and execute remediation actions tailored to your institution's size and needs. As a third-party administrator, we understand the importance of swift remediation and provide "white glove" customer service from planning, to execution, through final reporting.

Legal Corporate Services

Simpluris' services scale and adapt to meet our client's challenges. We excel at comprehensive settlement administration and remediation; however, we understand that our client's needs include a combination of many legal corporate services. No matter how simple or complex, we ask you to bring us your unique challenges so we may develop a custom solution to fit your needs.

Data Security

Simpluris is committed to the security and overall protection of its customer's data and information. We maintain SOC 1 and SOC 2 certification which requires us to adhere to strict policies and procedures surrounding information security including processing and storage of confidential customer data. Simpluris has and maintains a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00).

Executive Team

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds disbursed per year on average.
- A few of the most notable matters our leadership team has presided over include the largest data breach responses, corporate restructures and antitrust settlement administrations in US history.
- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Simpluris executive team - Kevin Lee, President & CEO; Doug Norman, SVP Business Operations; Zach Hoffman, Founder, CTO; Patrick Ivie, CRO; Wes Alford, SVP; and Paul Saroj, SVP - are experienced industry experts. Leveraging our past experiences, Simpluris is prepared to handle matters of every scope and scale.

Technology

From Simpluris' inception, our founders had a vision to develop a single comprehensive platform, purpose-built to serve the legal administration industry. Today, our proprietary technology platform, named Cadence, increases data security, mitigates errors caused by siloed databases, and speeds processes by improving transparency and collaboration between departments. Cadence is an innovative and evolving administration engine that sets our case management apart from all other legal administrators. From data ingestion, noticing, and claims processing, through disbursement, taxation, and final reporting, our project management processes are conducted inside Cadence. We see the future of legal tech evolving and are continuously developing our solutions to meet the administration needs of tomorrow.

Client Service

The Simpluris administration team is best known for their dedication to delivering premium service. When you partner with Simpluris, you work alongside a dedicated client service representative. This Simpluris team member will guide you through the settlement life cycle. Your client service representative is your administration conductor, adjusting the tempo as your case progresses. With a comprehensive view of your matter, your client service representative can respond swiftly to changes in your case, proactively notify you of upcoming milestones, and most importantly, be accountable for the successful completion of your matter.

Our team is available any time of day with offices across the nation, including two corporate hubs in Costa Mesa, CA and Orlando, FL.



(800) 779-2104
3194-C Airport Loop Dr.,
Costa Mesa, CA 92626
simpluris.com



EXHIBIT B



Data Security and Technology

800-779-2104
3194-C Airport Loop Dr., Costa Mesa, CA 92626
inquiries@simpluris.com | simpluris.com



Simpluris utilizes purpose-built proprietary software as well as industry best-of-breed technologies to administer complex matters with accuracy, efficiency, security, scalability, and cost-effectiveness. Our technology stack has been built from the ground up to meet the needs of complex matters including class action and mass arbitration settlements, government regulatory orders, corporate remediations and other mass legal administration engagements.

To fulfill the needs of these matters, Simpluris must be nimble while meeting rigorous security requirements and high-quality standards. Our in-house technologies are continuously refined, tuned, and improved throughout Simpluris' tenure.

Our technology team and entire business prioritize security as one of our major tenants to ensure our client's data remains secure and protected. To protect your data, Simpluris utilizes industry best practice tools and techniques including providing an encrypted secure file transfer (i.e. SFTP) platform for exchanging sensitive documents; encrypting all data at every level possible including encryption in transit, at rest, at hard-disk/block level, database level, and client/network layer; utilization of multi-factor authentication for all employee access; and extensive, ongoing required employee training to ensure our people understand the latest security threats & prevention techniques, and general best practices.



Data Security

Certifications and Attestations

Simpluris maintains a comprehensive information security program to ensure the highest level of care and concern is taken to protect our company and customers' information assets. Simpluris is annually audited by third-party providers for security policy and procedure review to ensure compliance with all necessary controls and requirements.

- SOC 1 Type 1
- SOC 2 Type 1
- SOC 2 Type 2
- HIPAA
- Penetration Testing
- Vulnerability Management

Information Security Program

Simpluris maintains a written Information Security Program (ISP) designed to: (a) ensure the security, privacy and confidentiality of client and investor information; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of client information; and (c) protect against unauthorized access to, use, deletion, or modification of investor information.





Simpluris Information Security Policy Document Index

Acceptable Use Policy

Password Policy

Patch Management / Update Policy

Privacy Policy (Internal)

Change Management Policy

Data Retention Policy

Software Development Lifecycle Policy

HIPAA Security Rule

Wireless Access Policy

Mobile Device Policy

Network Firewall Policy

Antivirus and Malware Policy

Physical Security Policy

Business Continuity Plan

Risk Assessment & Treatment

Roles & Permissions Matrix

HIPAA Oversight Policy

System & Network Configuration Policy

Internal Controls Policy

Information Classification & Handling Policy

Access Control Policy

Audit Policy

Backup Policy

Removable Media Policy

Disaster Recovery Policy

HIPAA Assigned Responsibility

Server Security Policy

Incident Response Policy

Vendor Management Policy

Risk Management Policy

Systems, Processes & Tools



Penetration testing



SIEM, firewall, VPN endpoint, data loss prevention, intrusion prevention



Cloud email security service



Endpoint security



Cloud-hosted email & security



Cloud-hosted endpoint management



IT & development ticketing & documentation



Vulnerability management



Cloud-hosted identity management, storage solutions, MFA, endpoint management



Amazon AWS (EC2, EBS, CloudWatch)
Cloud-hosted virtual servers, file storage, identity management, WAF, website hosting

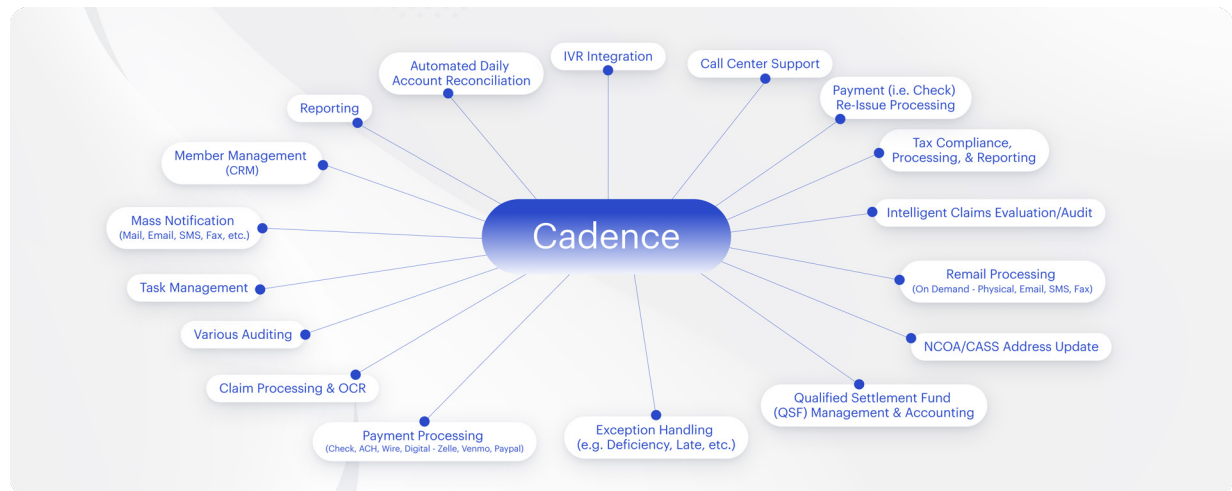


Our Technology Solutions



Cadence

Cadence™, our internally developed complex administration management tool, acts as a single centralized platform for the entire lifecycle of a project. Cadence uses security best practices including a role-based permission model, encryption at rest and in transit, and database and disk encryption. Our internal features include built-in integrated data and address augmentation (NCOA, CASS, Skip Tracing), address validation built-in, deep auditing and logging, maker/checker type validation steps and checkpoints to enforce accuracy and security, and prevent fraud and mistakes.



Case Website and Claims Portal

Cadence enables the development of claims processing websites specifically tailored for highly scalable and redundant situations using serverless, cloud-based technologies built on top of Amazon AWS. Features include login or authentication, multi-language support, milestones, document sharing, custom online claim forms, e-signature and more. Our case websites are ADA/Section 508 compliant while fully implementing security best practices. We perform encryption of all data, actively monitor and scan all incoming and outgoing data for threats both internal and external, as well as auditing and monitoring all systems for suspicious activity to ensure we are providing the highest possible protection and availability of data assets.

Malware, Fraud, & Data Protection:

Simpluris has built an extensive ecosystem using both custom in-house and off-the-shelf tools to protect our customers, class members, and business from the multitude of today's external security threats. Our highly scalable and redundant claims processing website platform has various malware and fraud prevention technologies integrated including duplicate detection and prevention, fraud prevention, and custom Real Time Claim Validation (RTCV) technology to filter prospective logins/claims based on customer-defined rules. This, in conjunction with our plethora of Gartner magic quadrant best-of-breed malware and ransomware prevention tools, ensures that data is protected whether it's processed through case websites, documents, emails, or any other transmission method. Our security specialists are trained and staffed to monitor our systems, applications, and networks 24/7 for any threats and are ready to respond at a moment's notice.





* Our Team

Simpluris technology professionals include information technology administrators, security specialists, data analysts, database administrators, data engineers, developers, and web designers. They continually monitor and adapt our systems and processes according to business needs and ensure our systems are secure and stabilized against the ever-changing threat landscape, and remain current with the latest in industry best practices. In addition, we provide ongoing employee education and training to inform, test, and verify their knowledge of the latest security threats and mitigation strategies.

Simpluris' history is rooted in class action settlement administration and our management team's experiences are vast and diverse. The Simpluris executive leadership team boasts more than 100 years of experience in corporate, financial and legal administration, including:

- Executive management of the largest legal administration operation in the world that produced 200+ million notifications, 10+ million claims and \$5+ billion funds disbursed per year on average.
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- Oversight of the largest consent orders handed down from OCC, DOJ, CFPB & FTC over the last decade.
- Fostering hundreds of client relationships with the premier government entities, law firms and financial institutions in the world.

The Executive Team



Kevin Lee

Chief Executive Officer & President
klee@simpluris.com



Zach Hoffman

Co-Founder, Chief Technology Officer
zhoffman@simpluris.com



Doug Norman

Senior Vice President, Business Operations
dnorman@simpluris.com



Patrick Ivie

Chief Revenue Officer
pivie@simpluris.com



Wes Alford

Senior Vice President, Client Services
walford@simpluris.com



Paul Saroj

Senior Vice President, Strategic Partnerships
psaroj@simpluris.com



Let's discuss how Simpluris can solve your administration challenges.

Our focus on providing superior customer service, coupled with our experience and ability to create innovative solutions, has given Simpluris a reputation for exceptional settlement administration.

Class Action Administration

Regulatory Remediation

Mass Arbitration Administration

800-779-2104
3194-C Airport Loop Dr., Costa Mesa, CA 92626
inquiries@simpluris.com | simpluris.com

EXHIBIT C



Reference No. 20240927-PJI-05

September 27, 2024

Chad Saunders, Esq.
CROSNER LEGAL, P.C.
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210

RE: *Josephson v. Lamon Construction Co.*

Dear Chad,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$5,024. As a courtesy, we are applying a \$2,274 discount, for a discounted total of \$2,750.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104

Estimate Number:	20240927-PJI-05	Prepared By:	Patrick J. Ivie
Estimate Date:	9/27/2024	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	12/26/2024	Email:	pjvie@simpluris.com

Attorney Contact
Attorney: **Chad Saunders, Esq.**
Firm: CROSNER LEGAL, P.C.
Email: chad@crosnerlegal.com

Opposing Counsel Contact
Attorney:
Firm:
Email:

**Case Name: Josephson v. Lamon Construction Co.
PAGA Settlement**

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Class/Aggrieved Employees:	240	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Length of Administration:	6 Months	Tax Year(s):	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	1	\$110.00
Database Manager - Initial Data Analysis	\$125.00	1	\$125.00
Total:			\$235.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax documents
- Uncashed checks to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	2	\$250.00
Disbursement Manager - Data Validation	\$90.00	2	\$180.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Reconciliation and Maintenance	\$125.00	6	\$750.00
NCOA/CASS/LACS	\$0.14	240	\$33.60
Print & Mail Distribution Check and Tax Docs	\$1.00	240	\$240.00
Postage	\$0.72	240	\$172.80
Process Returned Checks	\$0.20	24	\$4.80
Skip Trace Search Undeliverable Checks	\$0.12	24	\$2.88
Remail Checks (includes postage)	\$2.20	24	\$52.80
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	3	\$7.50
Reissue 1099s	\$2.50	2	\$5.00
Responding to IRS/State/Agency Inquiries	\$75.00	2	\$150.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	1	\$90.00
Total:			\$4,464.38

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc.	\$45.00	2	\$90.00
Project Manager-Wrap-up Final Issues	\$110.00	1	\$110.00
Total:			\$325.00

Total Estimated Cost of Administration:	\$5,024
Less Client Courtesy Discount:	<u>-\$2,274</u>
Discounted Total:	<u><u>\$2,750</u></u>

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.