

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated January 28, 2025 and is between
3 ECS Imaging, Inc., a California corporation ("Contractor"), and the County of Fresno, a political
4 subdivision of the State of California ("County").

5 **Recitals**

6 A. The County previously purchased Laserfiche Document Management Systems
7 (Laserfiche) from the Contractor in order to image and store paper documents, electronic
8 documents, and photographs.

9 B. The Contractor is a third-party reseller of the licensing for Laserfiche products and
10 services.

11 C. On October 4, 2022, the Region 14 Education Service Center (ESC), in conjunction with
12 OMNIA Partners, issued Request for Proposal number 36-22 for document and record
13 management services. The Contractor was awarded a contract, cooperative agreement number
14 01-159, which is a cooperative agreement available and open to public agencies nationally.

15 D. The Contractor is willing and able to continue to provide software license, maintenance,
16 and support for Laserfiche.

17 E. The County desires to enter into an agreement with the Contractor for continued
18 maintenance and support of Laserfiche.

19 The parties therefore agree as follows:

20 **Article 1**

21 **Contractor's Services**

22 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
23 Exhibit A to this Agreement.

24 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
25 able to perform all of the services provided in this Agreement.

26 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
27 applicable federal, state, and local laws and regulations in the performance of its obligations
28

1 under this Agreement, including but not limited to workers compensation, labor, and
2 confidentiality laws and regulations.

3 1.4 **License Term.** The term of the Software license (as defined in Exhibit A) is non-
4 perpetual. However, the County shall be entitled to Software updates, upgrades,
5 enhancements, new versions, bug fixes, other improvements to the Software, as and when
6 released by the Contractor to the Contractor's customers, and access to the Software, and to
7 technical assistance relating to the Software, for the Term described in this Agreement. The
8 Contractor hereby grants to the County, at no additional cost, a royalty-free, non-perpetual non-
9 transferable license to use the Contractor's Products and Services (as defined in Exhibit A) in
10 object code only for the County's internal business purposes (and not to process the data of any
11 other entity or agency, except to the extent the other entity or agency uses the County's public
12 facing site), as well as to support the number of County databases and the number of named
13 users of the Contractor.

14 1.5 **Coordination of Work.** The Contractor shall coordinate all work with the County to
15 minimize any interruptions to the normal operation of County operations, through the appointee
16 as identified in section 2.1 of this Agreement.

17 1.6 **Infringement.** The Contractor further represents and warrants that it has the right to
18 grant the licenses granted to the County hereunder and that the services provided under this
19 Agreement do not infringe upon or violate the United States patent of rights of any third party
20 and do not infringe upon or violate the copyright or trade secret right of any third party. This
21 section survives the termination of this agreement.

22 1.7 **Viruses & Disabling Mechanisms.** The Contractor shall use commercially
23 reasonable, diligent measures to screen the licensed programs provided under this Agreement
24 to avoid introducing, or coding of, any virus or other destructive programming designed to permit
25 unauthorized access or use by third parties to the software installed on County's systems (as
26 defined in Exhibit A), or to disable or damage the County's systems (each, a "Virus"). Without
27 limiting the rights and remedies of the County, in the event any Virus is introduced into the
28 County's systems through any of the licensed programs provided under this Agreement,

1 whether or not such introduction is attributable to the Contractor (including the Contractor's
2 failure to perform its obligations under this Agreement), the Contractor shall, as soon as
3 practicable, use its diligent, commercially reasonable efforts to assist the County in eliminating
4 the effects of the Virus, and if the Virus causes a loss of operational efficiency or loss of data,
5 and upon the County's request, the Contractor will, diligently work as soon as practicable
6 to contain and remedy the problem and to restore lost data resulting from the introduction of
7 such Virus. The Contractor shall not insert into any of the licensed programs provided in this
8 Agreement any code or other device that would have the effect of disabling or otherwise
9 shutting down all or any portion of the licensed programs. The Contractor shall not invoke such
10 code or other device at any time, including upon expiration or termination of this Agreement for
11 any reason. This section survives the termination of this Agreement.

12 1.8 **ADA Compliance.** The Contractor's Products and Services shall be in Compliance
13 with the Americans with Disabilities Act of 1990 (ADA) shall be the sole responsibility of the
14 Contractor. The Contractor shall indemnify, defend, and hold the County (including its officers,
15 agents, employees, and volunteers) harmless from liability of any nature or kind, including
16 damages, costs and expenses (including attorney's fees and costs) arising from the
17 Contractor's non-compliance therewith, including compliance with ADA Section 508 of the
18 Rehabilitation Act of 1973. This section survives the termination of this Agreement.

19 **Article 2**

20 **County's Responsibilities**

21 2.1 **County Contractor Administrator.** The County appoints the Chief Information
22 Officer ("CIO"), or his or her designee, as the County's Contract Administrator with full authority
23 to deal with the Contractor in all matters concerning this Agreement.

24 2.2 **Notice to Proceed.** The County shall issue a Notice to Proceed for each Order or
25 statement of work (SOW), as defined in Exhibit A, for which County may desire, and shall issue
26 any subsequent Change Requests, which County may desire, for each Order or SOW, as
27 applicable.

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Chief Information Officer
7 County of Fresno
8 333 W. Pontiac Way
9 Clovis, CA 93612
10 isdcontracts@fresnocountyca.gov

11 **For the Contractor:**

12 Chief Consulting Officer
13 ECS Imaging Inc.
14 5905 Brockton Avenue, Ste. C
15 Riverside, CA 92506
16 Debbi@ecsimaging.com

17 5.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, or by Portable Document Format (PDF) document
23 attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County
26 business days after deposit in the United States mail, postage prepaid, addressed to the
27 recipient.

28 (C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service,
delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
the recipient.

(D) A notice delivered by PDF document attached to an email is effective when
transmission to the recipient is completed (but, if such transmission is completed outside

1 of County business hours, then such delivery is deemed to be effective at the next
2 beginning of a County business day), provided that the sender maintains a machine
3 record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
5 nothing in this Agreement establishes, waives, or modifies any claims presentation
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
7 of Title 1 of the Government Code, beginning with section 810).

8 **Article 6**

9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds
12 are not allocated, then the County, upon at least 30 days' advance written notice to the
13 Contractor, may:

- 14 (A) Modify the services provided by the Contractor under this Agreement; or
- 15 (B) Terminate this Agreement.

16 **6.2 Termination for Breach.**

17 (A) Upon determining that a breach (as defined in paragraph (C) below) has
18 occurred, the County may give written notice of the breach to the Contractor. The written
19 notice may suspend performance under this Agreement, and must provide at least 30
20 days for the Contractor to cure the breach.

21 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
22 time stated in the written notice, the County may terminate this Agreement immediately.

23 (C) For purposes of this section, a breach occurs when, in the determination of the
24 County, the Contractor has:

- 25 (1) Obtained or used funds illegally or improperly;
- 26 (2) Failed to comply with any part of this Agreement;
- 27 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 28 (4) Improperly performed any of its obligations under this Agreement.

1 **Article 8**

2 **Indemnity and Defense**

3 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
4 County (including its officers, agents, employees, and volunteers) against all claims, demands,
5 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
6 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to
7 the performance or failure to perform by the Contractor (or any of its officers, agents,
8 subcontractors, or employees) under this Agreement. The County may conduct or participate in
9 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
10 defend the County.

11 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

12 **Article 9**

13 **Insurance**

14 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this
15 Agreement.

16 **Article 10**

17 **Ownership of Data**

18 10.1 **Ownership of Data.** The parties acknowledge and agree that all the County's data
19 (Data), is and shall remain the exclusive property of the County. The Contractor acknowledges
20 that in performing its obligations under the Agreement it may have access to the County's
21 networks and Data. The Contractor shall use and access such Data only as necessary for the
22 purpose of providing the services and supporting the Software as agreed.

23 10.2 **Ownership of System Software.** The parties acknowledge and agree that, as
24 between the Contractor and the County, title and full ownership of all rights in and to the System
25 Software, System Documentation (as defined in Exhibit A), and all other materials provided to
26 the County by the Contractor under the terms of this Agreement shall remain with the
27 Contractor. The County will take reasonable steps to protect trade secrets (as defined in
28 Government Code Section 7924.510(f)) of the System Software and System Documentation,

1 and which are identified as such by the Contractor. The County may not disclose or make
2 available to third parties the System Software or System Documentation or any portion thereof,
3 unless otherwise required by court order. The Contractor shall own all right, title and interest in
4 and to all corrections, modifications, enhancements, programs, and work product conceived,
5 created or developed, alone or with the County or others, as a result of or related to the
6 performance of this Agreement, including all proprietary rights therein and based thereon.
7 Except and to the extent expressly provided herein, the Contractor does not grant to the County
8 any right or license, express or implied, in or to the System Software and System
9 Documentation or any of the foregoing. The parties acknowledge and agree that, as between
10 the Contractor and the County, full ownership of all rights in and to all County data, whether in
11 magnetic or paper form, including without limitation printed output from the System, are the
12 exclusive property of the County.

13 **10.3 Contractor Intellectual Property Rights.** The Contractor shall grant a non-
14 exclusive, non-transferrable, and non-perpetual license, at no additional cost, to the County to
15 use the Contractor Products and Services to the extent allowed in the relevant Order or SOW
16 (Permitted Use). The County may reproduce, modify or create derivative works for its own use,
17 public display, and use any and all of the Contractor's copyrights in the homepage layout
18 wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the
19 "Contractor Designs") embodied in the County's website and intranet, which are prepared or
20 caused to be prepared by the Contractor under this Agreement. All rights not licensed are
21 reserved to the Contractor and no rights may be implied. The Contractor retains all intellectual
22 property rights in the Software, and the County agrees to implement software protection
23 measures designed to prevent unauthorized use and copying of the Software.

24 **10.4 Data Sources.** Data uploaded into the Contractor Products and Services must be
25 brought in from County sources (interactions with end users and opt-in contact lists). The
26 County cannot upload purchased contact information into the Contractor Products and Services
27 without the Contractor's written permission, which shall not be unreasonably withheld or
28 delayed, and professional services support for list cleansing. The Contractor understands and

1 acknowledges, however, that the County is a government agency and intends to use the
2 Contractor for the purpose of publishing information required by law to be available to the public.

3 **Article 11**

4 **Confidentiality & Data Security**

5 11.1 **Confidentiality.** The County and the Contractor may have access to information that
6 the other considers to be a trade secret as defined in California Government Code section
7 7924.510(f).

8 11.2 Each party shall use the other's Information only to perform its obligations under, and
9 for the purposes of, the Agreement. Neither party shall use the Information of the other Party for
10 the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the
11 same manner in which it protects its own information of like kind, but in no event shall either
12 Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the
13 Information.

14 11.3 The Contractor shall not disclose the County's data except to any third parties as
15 necessary to operate the Contractor Products and Services (provided that the Contractor
16 hereby grants to the County, at no additional cost, a non-perpetual, noncancelable, worldwide,
17 nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises
18 from the use of the Contractor Products and Services by the Contractor, whether disclosed on,
19 subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor
20 Products and Services and any other legitimate business purpose, subject to all legal
21 restrictions regarding the use and disclosure of such information).

22 11.4 Upon termination of the Agreement, or upon a Party's request, each Party shall
23 return to the other all Information of the other in its possession. All provisions of the Agreement
24 relating to confidentiality, ownership, and limitations of liability shall survive the termination of
25 the Agreement.

26 11.5 All services performed by the Contractor shall be in strict conformance with all
27 applicable Federal, State of California, and/or local laws and regulations relating to
28 confidentiality, including but not limited to, California Civil Code, California Welfare and

1 (A) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose this Agreement to the public or such governmental
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or
5 governmental agency, disclose to the public or such governmental agency any record or
6 data that the Contractor may provide to the County, unless such disclosure is prohibited
7 by court order.

8 (C) This Agreement, and any record or data that the Contractor may provide to the
9 County, is subject to public disclosure under the Ralph M. Brown Act (California
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Contractor may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning
14 with section 7920.200) ("CPRA")

15 (E) This Agreement, and any record or data that the Contractor may provide to the
16 County, is subject to public disclosure as information concerning the conduct of the
17 people's business of the State of California under California Constitution, Article 1,
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with
20 respect to any record or data that the Contractor may provide to the County shall be
21 disregarded and have no effect on the County's right or duty to disclose to the public or
22 governmental agency any such record or data.

23 **12.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
2 possession or control, together with a written statement that the Contractor, after conducting a
3 diligent search, has produced all requested records that are in the Contractor's possession or
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a
5 diligent search, does not possess or control any of the requested records. The Contractor shall
6 cooperate with the County with respect to any County demand for such records. If the
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the
9 exemption by citation to specific legal authority within the written statement that it provides to
10 the County under this section. The Contractor's assertion of any exemption from disclosure is
11 not binding on the County, but the County will give at least 10 days' advance written notice to
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
15 failure to produce any such records, or failure to cooperate with the County with respect to any
16 County demand for any such records.

17 **Article 13**

18 **Disclosure of Self-Dealing Transactions**

19 13.1 **Applicability.** This Article 13 applies if the Contractor is operating as a corporation,
20 or changes its status to operate as a corporation.

21 13.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
23 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
24 the County before commencing the transaction or immediately after.

25 13.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
26 a party and in which one or more of its directors, as an individual, has a material financial
27 interest.

1 **Article 14**

2 **General Terms**

3 14.1 **CIO.** Chief Information Officer (CIO).

4 14.2 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
5 Agreement may not be modified, and no waiver is effective, except by written agreement signed
6 by both parties. The Contractor acknowledges that County employees have no authority to
7 modify this Agreement except as expressly provided in this Agreement.

8 14.3 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
9 under this Agreement without the prior written consent of the other party.

10 14.4 **Governing Law.** The laws of the State of California govern all matters arising from
11 or related to this Agreement.

12 14.5 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
13 County, California. The Contractor consents to California jurisdiction for actions arising from or
14 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
15 brought and maintained in Fresno County.

16 14.6 **Construction.** The final form of this Agreement is the result of the parties' combined
17 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
18 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
19 against either party.

20 14.7 **Days.** Unless otherwise specified, "days" means calendar days.

21 14.8 **Headings.** The headings and section titles in this Agreement are for convenience
22 only and are not part of this Agreement.

23 14.9 **Severability.** If anything in this Agreement is found by a court of competent
24 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
25 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
26 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
27 intent.

1 14.10 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
2 not unlawfully discriminate against any employee or applicant for employment, or recipient of
3 services, because of race, religious creed, color, national origin, ancestry, physical disability,
4 mental disability, medical condition, genetic information, marital status, sex, gender, gender
5 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
6 all applicable State of California and federal statutes and regulation.

7 14.11 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
8 of the Contractor under this Agreement on any one or more occasions is not a waiver of
9 performance of any continuing or other obligation of the Contractor and does not prohibit
10 enforcement by the County of any obligation on any other occasion.

11 14.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
12 between the Contractor and the County with respect to the subject matter of this Agreement,
13 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
14 publications, and understandings of any nature unless those things are expressly included in
15 this Agreement. If there is any inconsistency between the terms of this Agreement without its
16 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
17 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
18 exhibits.

19 14.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
20 create any rights or obligations for any person or entity except for the parties.

21 14.14 **Authorized Signature.** The Contractor represents and warrants to the County that:

22 (A) The Contractor is duly authorized and empowered to sign and perform its
23 obligations under this Agreement.

24 (B) The individual signing this Agreement on behalf of the Contractor is duly
25 authorized to do so and his or her signature on this Agreement legally binds the
26 Contractor to the terms of this Agreement.

27 14.15 **Electronic Signatures.** The parties agree that this Agreement may be executed by
28 electronic signature as provided in this section.

1 (A) An “electronic signature” means any symbol or process intended by an individual
2 signing this Agreement to represent their signature, including but not limited to (1) a
3 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
4 electronically scanned and transmitted (for example by PDF document) version of an
5 original handwritten signature.

6 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
7 equivalent to a valid original handwritten signature of the person signing this Agreement
8 for all purposes, including but not limited to evidentiary proof in any administrative or
9 judicial proceeding, and (2) has the same force and effect as the valid original
10 handwritten signature of that person.

11 (C) The provisions of this section satisfy the requirements of Civil Code section
12 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
13 Part 2, Title 2.5, beginning with section 1633.1).

14 (D) Each party using a digital signature represents that it has undertaken and
15 satisfied the requirements of Government Code section 16.5, subdivision (a),
16 paragraphs (1) through (5), and agrees that each other party may rely upon that
17 representation.

18 (E) This Agreement is not conditioned upon the parties conducting the transactions
19 under it by electronic means and either party may sign this Agreement with an original
20 handwritten signature.

21 14.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
22 original, and all of which together constitute this Agreement.

23 The Contractor further represents to the County that if the Contractor changes its agent for
24 service of process in California, or the Contractor’s agent for service of process in California
25 changes its address for receiving such service of process in California, which changed
26 information the Contractor shall maintain with the office of the California Secretary of State, the
27 Contractor shall give the County written notice thereof within five calendar days thereof pursuant
28 to Article 5.

[SIGNATURE PAGE FOLLOWS]

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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 ECS IMAGING, INC.

COUNTY OF FRESNO

3 William Wolfe

4 William Wolfe (Jan 7, 2025 15:01 PST)

Ernest Buddy Mendes

5 Will Wolfe, President

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

6 5905 Brockton Avenue, Ste. C
7 Riverside, CA 92506

8 **Attest:**
9 Bernice E. Seidel
10 Clerk of the Board of Supervisors
County of Fresno, State of California

11 By: Hanana
12 Deputy

13 For accounting use only:

14 Org No.: 8905
15 Account No.: 7309/7311
16 Fund No.: 1020
17 Subclass No.: 10000
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Exhibit A – Scope of Work

1 1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following
2 terms shall have the meanings specified:

3 Change Control Process: the process used by the County to inform County staff of new
4 or updated production use systems.

5 Products and Services: the products and services made available to the County
6 pursuant to this Agreement, which may include the Contractor Products and Services
7 accessible for use by the County on a subscription basis (“Software-as-a-Service” or “SaaS”),
8 the Contractor professional services, content from any professional services or other required
9 equipment components or other required hardware, as specified in each Order or SOW.

10 License: the license granted under this Agreement, and the rights and obligations that it
11 creates under the laws of the United States of America and the State of California, including
12 without limitation, copyright and intellectual property law.

13 Order or SOW: a written order, proposal, or purchase document in which the Contractor
14 agrees to provide, and the County agrees to purchase specific Contractor Products and
15 Services. SOW means a written order, proposal, or purchase document that is signed by both
16 Parties and describes the Contractor Products and Services to be provided and/or performed by
17 the Contractor. Each Order or SOW shall describe the Parties’ performance obligations and any
18 assumptions or contingencies associated with the implementations of the Contractor Products
19 and Services, as specified in each Order or SOW placed hereunder.

20 Order Term: the then-current duration of performance identified on each Order or SOW,
21 for which the Contractor has committed to provide, and the County has committed to pay for,
22 the Contractor Products and Services.

23 Support: the ongoing support and maintenance services performed by the Contractor
24 related to the Contractor Products and Services as specified in each Order or SOW placed
25 between the Parties.

26 System: the System Software and System Documentation, collectively, including all
27 modifications and enhancements.

28 System Documentation: the documentation relating to the System Software, including all

Exhibit A – Scope of Work

1 manuals, reports, brochures, sample runs, specifications, and other materials provided by
2 CONTRACTOR in connection with the System Software.

3 System Software: the Contractor's Products and Services provided and hosted by the
4 Contractor. System Software does not include operating system software, or any other third-
5 party software.

6 System Software Maintenance and Support and Support: software hosting for System
7 Software, regular software updates to System Software, and support provided for System
8 Software in case of errors, mistakes, or other technical difficulties.

9 2. **Warranties & Disclaimers.** The Contractor warrants that all services performed under
10 this Agreement will conform in all aspects with the requirements of this Agreement and their
11 specifications. The Contractor warrants that it takes all precautions that are standard in the
12 industry, in California, to increase the likelihood of a successful performance for the Contractor
13 Products and Services.

14 Except as provided in herein provided, each Party hereby disclaims any and all other
15 warranties of any nature whatsoever whether oral and written, express or implied, including,
16 without limitation, the implied warranties of merchantability, title, non-infringement, and fitness
17 for a particular purpose. The Contractor does not warrant that the Contractor Products and
18 Services will meet the County's requirements.

19 3. **Project Deadlines.** It is understood and agreed by both parties to this Agreement that if
20 all the work specified or indicated in the Order or SOW is not completed within the specified
21 time frames set forth in the Order or SOW, or within such time limits as extended, the County
22 may elect to terminate without clause as discussed in section 6.3, provided however, nothing in
23 this section limits any of the County's remedies under this Agreement for the Contractor's
24 breach of this Agreement.

25 4. **Contractor's Project Coordinator.** Upon execution of this Agreement, the Contractor
26 shall appoint a Project Coordinator who will act as the primary contact person to interface with
27 the County for the services discussed in this Agreement.

Exhibit A – Scope of Work

1 5. **Documentation.** The Contractor shall provide to the County System Documentation,
2 which shall consist of electronic media files. The electronic media files must be printable using
3 PC software normally available at the County. The Contractor shall provide new System
4 Documentation corresponding to all new Software Upgrades. The County may print additional
5 copies of all documentation. All System Documentation is to be used by the County only for the
6 purposes identified within this Agreement.

7 6. **Technical Information.** The Contractor will provide technical information to the County.
8 Such information may cover areas regarding the software discussed in this Agreement, third
9 party software, and other matters considered relevant to the County by the Contractor.
10 Technical information will be provided at the discretion of the Contractor but will not be
11 unreasonably withheld.

12 7. **Operating System Updates.** The application must run on a County operating system
13 that is consistently and currently supported by the operating system vendor. Applications under
14 maintenance are expected to always be current in regard to the required Contractor operating
15 system. No outdated or unsupported County operating system will be implemented on the
16 production network. The Contractor shall keep their software current in order to operate in this
17 environment. Patches may include critical operating system updates and security patches.

18 8. **Adhere to Change Control Process.** The Contractor employs a procedure to
19 implement updates, upgrades, and version releases to a system that is in production use. This
20 forum allows the Contractor to inform the County of upcoming changes to a production system.
21 The Contractor must inform the County a minimum of one week prior to any planned, non-
22 emergency changes so that the Change Control Process may be followed.

23 9. **Storage and Sending.** If any services specified in this Agreement are used to store
24 and/or send Confidential Information, the Contractor must be notified in writing, in advance of
25 the storage or sending. Should the County provide such notice, the County must ensure that
26 Confidential Information is stored behind a secure interface and that the Contractor Products
27 and Services be used only to notify people of updates to the information that can be accessed
28 after authentication against a secure interface managed by the County.

Exhibit A – Scope of Work

1 10. **Support Services.** Support Services is defined as technical support, account
2 management, and education and training. The Contractor will support day-to-day operation of
3 the System as follows. Basic support related to standard Contractor Products and Services is
4 included within the fees paid during the Order Term. The Contractor may update its Support
5 obligations under this Agreement, so long as the functionality purchased by the County is not
6 materially diminished. An emergency is defined as the Contractor's services described in this
7 Agreement being down for more than ten minutes. If more than three instances occur a ten
8 percent reduction in compensation will go into effect.

9 11. **Downtime.** Downtime shall be defined as System non-availability due to System
10 Software error, malfunction, or due to System Software Maintenance and Support activity other
11 than in accordance with the scheduling parameters set forth in this Agreement. Examples of
12 Downtime include, without limitation, the County and public cannot access the System for
13 reasons within the Contractor's Control or any functional Component of the System or
14 Interference is not available and is within the Contractor's Control. The County requires that
15 there be no unscheduled Downtime for routine System Software Maintenance and Support of
16 the Application Software. The County will accept occasional scheduled Downtime, not to
17 exceed, four hours, for significant non-routine Updates and maintenance to be scheduled by
18 the Contractor. Routine System Software Maintenance and Support includes such tasks as
19 major System Software version Updates. The Contractor shall use its best efforts to keep
20 scheduled Downtime for non-routine maintenance to a minimum (99.9% up time guarantee).

21 12. **Data Sources.** Data uploaded into the Contractor Products and Services must be
22 brought in from County sources (interactions with end users and opt-in contact lists). The
23 County cannot upload purchased contact information into the Contractor Products and Services
24 without the Contractor's written permission and professional services support for list cleansing.
25 The Contractor certifies that it will not sell, retain, use, or disclose any personal information
26 provided by the County for any purpose other than retaining, using, or disclosing such personal
27 information for the specific purpose of performing the services outlined within this Agreement.
28

Exhibit A – Scope of Work

1 13. **Passwords.** Passwords are not transferable to any third party. The County is
2 responsible for keeping all passwords secure and all use of the Contractor products and
3 services accessed through the County's passwords.

4 14. **County Feedback.** The County will provide feedback to the Contractor with any
5 suggestion, enhancement, request, recommendation, correction or other feedback provided by
6 the County relating to the use of the Contractor Products and Services. The Contractor may
7 use such submissions as it deems appropriate in its sole discretion.

8 15. **Third Party Disclaimer – Closed Captioning and Meeting Services.** The County and
9 the Contractor may agree that a third party will provide closed captioning, transcription
10 services, or other meeting services under this Agreement. In such case, the County expressly
11 understands that the third party is an independent contractor and not an agent or employee of
12 the Contractor. The Contractor is not liable for acts performed by such an independent third
13 party.

14 16. **Product Descriptions.** Laserfiche Subscription Business includes the following
15 products:

- 16 i. Import Agent with Email Archiving
- 17 ii. Advanced Audit Trail
- 18 iii. Full SQL Support
- 19 iv. Workflow
- 20 v. Forms Pro
- 21 vi. Connector
- 22 vii. MS Office 365 and SharePoint Integration
- 23 viii. Federated Search
- 24 ix. DocuSign Integration
- 25 x. Records Management
- 26 xi. Enterprise Identity Management
- 27 xii. Ten Quick Fields complete with Agent
- 28 xiii. 15 repositories and unlimited content servers

Exhibit A – Scope of Work

- 1 xiv. Unlimited Weblink Public Portal and instances
- 2 xv. Three Forms Portals
- 3 xvi. Three sandboxes with ten users
- 4 xvii. Software development kit (SDK)

5 Gold Annual Priority Remote or On-Site Support includes:

- 6 i. The Contractor's discounted Gold/Platinum for ongoing services after initial
- 7 implementation
- 8 ii. Live hours of support from 7:30am – 5pm Mondays through Fridays Pacific
- 9 Standard Time
- 10 iii. On-site time is calculated to the nearest half hour; minimum on-site calculation
- 11 depends on location and includes travel time
- 12 iv. Maximum four hour response time – updated from 24 hours with traditional
- 13 Laserfiche Software Assurance Plan (LSAP) support
- 14 v. Unlimited phone and email support
 - 15 a. Phone number for support: 951-787-8768 x1105
 - 16 b. Email for support: helpdesk@ecsimaginq.com
 - 17 c. Response time: Mondays through Fridays, 7:30am – 5pm PST
- 18 vi. Free admissions to the Contractor's Annual Customer Conference, User Groups,
- 19 and Webinars
- 20 vii. Monthly E-Newsletter

Exhibit B

Compensation

The Contractor will be compensated for the Contractor's Products and Services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

1. **Software Subscription.** The County agrees to pay the Contractor as described in the table below on an annual, upfront basis.

| Software Subscription | | | | |
|-----------------------|---|-------------|----------|---------------------|
| SKU | Description | Unit Price | Quantity | Total Cost |
| JSENF7 | Laserfiche (LF) Business Tier (BT) Subscription Business Full Users (500-999) | \$276.00 | 562 | \$155,112.00 |
| JSPAR | LF BT Subscription Participation Users (500-999) | \$38.00 | 500 | \$19,000.00 |
| Amanda | LF Keyed 3 rd Party Integration Connector (X connections) | \$14,000.00 | 1 | \$14,000.00 |
| eContracts | LF Keyed 3 rd Party Integration Connector (X connections) | \$4,500.00 | 1 | \$4,500.00 |
| ECSGOLD | ECS GOLD Priority Support | \$175.00 | 120 | \$21,000.00 |
| JSCX1 | LF BT Subscription ScanConnect | \$100.00 | 10 | \$1,000.00 |
| Total | | | | \$214,612.00 |

2. **Additional Services.** Additional Services may be purchased upon written request by the County, including but not limited to the items below. In no event shall Additional Services exceed \$150,000.00 for each one-year period of this Agreement.

| SKU | Description | Cost |
|--------|---|-------------|
| JSQCXA | LF BT Subscription Quick Fields Complete w/Agent Additional 10 Pack | \$12,000.00 |
| JEPFRM | LF BT Subscription Additional Forms Portal | \$3,880.00 |

2.a. Laserfiche Self-Hosted Subscription 2025 Price List

Exhibit B

| Laserfiche Self-Hosted Subscription Business Tier | SKU | Annual Cost |
|---|----------|-------------|
| Laserfiche BT Subscription Business Users (25-49) | JSENF3 | \$872.00 |
| Laserfiche BT Subscription Business Users (50-99) | JSENF4 | \$856.00 |
| Laserfiche BT Subscription Business Users (100-199) | JSENF5 | \$693.00 |
| Laserfiche BT Subscription Business Users (200-499) | JSENF6 | \$494.00 |
| Laserfiche BT Subscription Business Users (500-999) | JSENF7 | \$290.00 |
| Laserfiche BT Subscription Business Users (1,000+) | JSENF8 | \$202.00 |
| Laserfiche BT Subscription Participant Users (10-199) | JSPAR | \$116.00 |
| Laserfiche BT Subscription Participant Users (200-499) | JSPAR | \$58.00 |
| Laserfiche BT Subscription Participant Users (500-999) | JSPAR | \$40.00 |
| Laserfiche BT Subscription Participant Users (1,000+) | JSPAR | \$29.00 |
| Laserfiche BT Subscription Community Users (Block of 500) | JSCOMM | \$11,204.00 |
| Laserfiche BT Subscription Community Users (Block of 1,000) | JSCOMM | \$16,800.00 |
| Laserfiche BT Subscription Community Users (Block of 2,000) | JSCOMM | \$22,418.00 |
| Laserfiche BT Subscription Community Users (Block of 5,000) | JSCOMM | \$33,600.00 |
| Laserfiche BT Subscription Community Users (Block of 10,000) | JSCOMM | \$44,783.00 |
| Laserfiche BT Subscription Community Users (Block of 25,000) | JSCOMM | \$56,018.00 |
| Laserfiche BT Subscription Education Users (Block of 2,000) | JSEDCOM | \$11,209.00 |
| Laserfiche BT Subscription Education Users (Block of 5,000) | JSEDCOM | \$16,800.00 |
| Laserfiche BT Subscription Education Users (Block of 10,000) | JSEDCOM | \$22,391.00 |
| Laserfiche BT Subscription Education Users (Block of 25,000) | JSEDCOM | \$28,009.00 |
| Laserfiche BT Subscription Quick Fields Complete w/Agent Additional 10 pack | JSQCXA | \$12,600.00 |
| Laserfiche BT Subscription Additional Forms Portal | JEPFRM | \$4,074.00 |
| Laserfiche BT Subscription ScanConnect | JSCX1 | \$105.00 |
| Laserfiche BT City Site License 100 Full Users (Population <10,000) | JSXGOV15 | \$3,255.00 |
| Laserfiche BT City Site License 100 Full Users (Population <15,000) | JSXGOV15 | \$16,223.00 |
| Laserfiche BT City Site License 150 Full Users (Population <25,000) | JSXGOV25 | \$27,038.00 |
| LF Private College Site License 100 Full Users (<500 FTE Students) | JSXED5 | \$10,500.00 |
| LF Private College Site License 100 Full Users (< 1,000 FTE Students) | JSXED10 | \$15,750.00 |
| Laserfiche BT Subscription Additional Sandbox | JSD | \$8,400.00 |
| Laserfiche for Ricoh MFD (2) | JSRC | \$211.00 |
| Laserfiche Hybrid Direct Share First Year (200 GB) | JSHDS | \$8,610.00 |
| Laserfiche Hybrid Direct Share File Size First Year (1GB) | JSHDSZ | \$10,185.00 |
| Laserfiche Hybrid Direct Share (200 GB) | JSHDS | \$7,875.00 |

Exhibit B

| Laserfiche Self-Hosted Subscription Business Tier | SKU | Annual Cost |
|--|-------------|-------------|
| Laserfiche Hybrid Additional Direct Share File Size (1GB) | JSHDSZ | \$1,575.00 |
| Laserfiche Hybrid Smart Invoice Capture up to 10,000/year | EHISC10K | \$6,300.00 |
| Laserfiche Hybrid Smart Invoice Capture up to 20,000/year | EHISC20K | \$10,496.00 |
| Laserfiche Hybrid Smart Invoice Capture up to 50,000/year | EHISC50K | \$20,979.00 |
| Laserfiche Hybrid Smart Invoice Capture up to 100,000/year | EHISC100K | \$36,729.00 |
| Laserfiche Hybrid Smart Invoice Capture up to 250,000/year | EHISC250K | \$60,896.00 |
| ECS Tyler Energov Integration + Annual Maintenance | ECSEnergov | \$4,995.00 |
| Laserfiche Keyed Integrator's License - EnerGov (25 connections) | EENERGOV | \$3,150.00 |
| Laserfiche Keyed Integrator's License - Accela (25 connections) | EENMTGOV | \$3,150.00 |
| Laserfiche Keyed Integration License - SmartGov (25 Connections) | EENERGOV | \$3,150.00 |
| Laserfiche Keyed 3rd Party Integration Connector (X connections) | EENERGOV | \$3,150.00 |
| ECS GOLD Priority Support Per Hour | ECSGOLD | \$175.00 |
| ECS Platinum Priority Support Per Hour | ECSPlatinum | \$195.00 |

| OneSpan Digital Signatures | SKU | Annual Cost |
|---|---------------|-------------|
| OneSpan eSignature, Annual Transactions 1,000 - 4,999 | OS-IE 1,000 | \$4.21 |
| OneSpan eSignature, Annual Transactions 5,000 - 9,999 | OS-IE 5,000 | \$3.44 |
| OneSpan eSignature, Annual Transactions 10k - 24,999 | OS-IE 10,000 | \$2.77 |
| OneSpan eSignature, Annual Transactions 25k - 49,999 | OS-IE 25,000 | \$2.03 |
| OneSpan eSignature, Annual Transactions 50k - 99,999 | OS-IE 50,000 | \$1.85 |
| OneSpan eSignature, Annual Transactions 100k - 249,999 | OS-IE 100,000 | \$1.30 |
| OneSpan eSignature, Annual Transactions 250k - 499,999 | OS-IE 250,000 | \$0.99 |
| OneSpan eSignature, Annual Transactions 1,000 - 4,999 Yr 2 | OS-IE 1,000 | \$4.47 |
| OneSpan eSignature, Annual Transactions 5,000 - 9,999 Yr 2 | OS-IE 5,000 | \$3.65 |
| OneSpan eSignature, Annual Transactions 10k - 24,999 Yr 2 | OS-IE 10,000 | \$2.94 |
| OneSpan eSignature, Annual Transactions 25k - 49,999 Yr 2 | OS-IE 25,000 | \$2.15 |
| OneSpan eSignature, Annual Transactions 50k - 99,999 Yr 2 | OS-IE 50,000 | \$1.96 |
| OneSpan eSignature, Annual Transactions 100k - 249,999 Yr 2 | OS-IE 100,000 | \$1.38 |
| OneSpan eSignature, Annual Transactions 250k - 499,999 Yr 2 | OS-IE 250,000 | \$1.05 |
| OneSpan eSignature, Annual Transactions 1,000 - 4,999 Yr 3 | OS-IE 1,000 | \$4.60 |
| OneSpan eSignature, Annual Transactions 5,000 - 9,999 Yr 3 | OS-IE 5,000 | \$3.76 |
| OneSpan eSignature, Annual Transactions 10k - 24,999 Yr 3 | OS-IE 10,000 | \$3.03 |
| OneSpan eSignature, Annual Transactions 25k - 49,999 | OS-IE 25,000 | \$2.22 |

Exhibit B

| OneSpan Digital Signatures | SKU | Annual Cost |
|--|---------------|-------------|
| Yr 3 OneSpan eSignature, Annual Transactions 50k - 99,999 | OS-IE 50,000 | \$2.02 |
| Yr 3 OneSpan eSignature, Annual Transactions 100k - 249,999 | OS-IE 100,000 | \$1.42 |
| Yr 3 OneSpan eSignature, Annual Transactions 250k - 499,999 | OS-IE 250,000 | \$1.09 |
| OneSpan Notary RON Txn Essentials > 500 | OSE-RN-001 | \$35.00 |
| OneSpan Notary RON Txn Essentials > 1000 | OSE-RN-002 | \$32.20 |
| OneSpan Notary RON Txn Essentials > 2500 | OSE-RN-003 | \$30.80 |
| OneSpan Enterprise Essential Customer Success Package <10,000 Annual | OSE-EECSP10 | \$2,495.00 |
| OneSpan Enterprise Essential Customer Success Package 10k-24,999 Annual | OSE_EECSP25 | \$4,995.00 |

3. **Annual Rate Increases.** The Contractor may increase the fees set forth in this Agreement upon 30 days' prior written notice to the County, provided that the Contractor shall not increase such fees more than once in any one-year period and provided further that each increase will not exceed the previous fees by the lesser of 5% per year. Fees for additional services and annual rate increases are subject to each year's maximum compensation amount as stated in Section 3.2 of the Agreement.

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

| | | | |
|--|--|--------------|--|
| (1) Company Board Member Information: | | | |
| Name: | | Date: | |
| Job Title: | | | |
| (2) Company/Agency Name and Address: | | | |
| | | | |
| (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to) | | | |
| | | | |
| (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a) | | | |
| | | | |
| (5) Authorized Signature | | | |
| Signature: | | Date: | |

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 11 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or

Exhibit D

destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit D

- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors

Exhibit E

Data Security

A. Definitions.

Capitalized terms used in this Exhibit E have the meanings set forth in this section A.

“Authorized Employees” means the Contractor’s employees who have access to Personal Information.

“Authorized Persons” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.

“Director” means the County’s Chief Information Officer or his or her designee.

“Disclose” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

“Person” means any natural person, corporation, partnership, limited liability company, firm, or association.

“Personal Information” means any and all information, including any data provided, or to which access is provided, to the Contractor by or upon the authorization of the County, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly

Exhibit E

available information that is lawfully made available to the general public from federal, state, or local government records.

“Privacy Practices Complaint” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.

“Security Safeguards” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit E.

“Security Breach” means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

“Use” or any derivative thereof means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

B. Standard of Care.

(1) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(2) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.

Exhibit E

(3) The Contractor agrees and covenants in favor of the County that the Contractor shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this Subsection B as is reasonable and appropriate to avoid a Security Breach; (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E; (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and (iv) not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.

Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, the Contractor shall (a) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing the County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (b) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

C. Information Security.

(1) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and shall at all times comply with all

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federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit, or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor’s sole cost and expense.

(2) The Contractor covenants, represents and warrants to the County that, as of the Effective Date, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(3) Without limiting the Contractor’s obligations under subsection C.(1) of this Exhibit E, the Contractor’s (or Authorized Person’s) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor’s and Authorized Persons’ technical and administrative personnel who are necessary for the Contractor’s, or Authorized Persons’, Use of the Personal Information pursuant to this Agreement; (ii) ensuring that all of the Contractor’s connectivity to the County computing systems will only be through the County’s security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director; (iii) to the extent that they contain or provide access to Personal Information, (a) securing the Contractor’s business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures with respect to the Contractor Facilities and Equipment), both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County’s operations from

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disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director; (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director); (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information; (vi) having a patch management process including installation of all operating system/software vendor security patches; (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and (viii) providing appropriate privacy and information security training to Authorized Employees.

(4) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor further agrees that it shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

(6) The Contractor shall provide the County with the name and contact information for each

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Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

D. Security Breach Procedures.

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (b) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(2) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to subsection D.(1) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation: (i) assisting the County in conducting any investigation; (ii) providing the County with physical access to the facilities and operations affected; (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County. To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, and the Contractor shall provide a written report of the investigation and reporting required to the Director within thirty

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(30) days after the Contractor's discovery of the Security Breach.

(3) The County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of notification thereof, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D. (5) of this Exhibit E to the extent applicable: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed thirty (30) days; and (3) the cost of any measures required under applicable laws.

E. Oversight of Security Compliance.

(1) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(2) Upon the County's written request, to confirm the Contractor's compliance with this

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Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.

(3) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

F. Return or Destruction of Personal Information.

Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor

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shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies thereof. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section F. The Contractor's obligations under this section F survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

G. Equitable Relief.

The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

H. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorney's fees and costs, the cost of enforcing any right to indemnification or defense under this Attachment

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“A” and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor’s, its officers, employees, or agents, or any Authorized Employee’s or Authorized Person’s, performance or failure to perform under this Attachment “A” or arising out of or resulting from the Contractor’s failure to comply with any of its obligations under this section H. The provisions of this section H do not apply to the acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to defend, indemnify, or hold harmless any County Indemnity under this Agreement. The provisions of this section H shall survive the termination of this Agreement.

I. Survival.

The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

J. No Third Party Beneficiary.

Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

L. No County Warranty.

The County does not make any warranty or representation whether any Personal Information in the Contractor’s (or any Authorized Person’s) possession or control or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.