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**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated August 20, 2024 and is between Thales DIS USA, Inc., a Delaware corporation with a principal place of business at 2964 Bradley Street, Pasadena, California 91107 (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

A. Contractor is the sole vendor of the regional Automated Fingerprint Identification System (the “AFIS”), installed at the County’s Sheriff’s Office facilities; and

B. The County purchased the AFIS and associated hardware and software from Contractor, formerly Cogent Systems, pursuant to County agreement No. 05-130, which was amended two times, and also provided maintenance of the AFIS and associated hardware and software; and

C. The County continued to contract for maintenance and upgrade services for the AFIS pursuant to agreement No. 12-623 with Cogent Systems, which was acquired by 3M and became 3M Cogent which was then acquired by Gemalto and became Gemalto Cogent;

D. The County continued to contract with Gemalto Cogent for maintenance and upgrade services for the AFIS pursuant to agreement No. 18-522;

E. Gemalto Cogent was then acquired by Contractor;

F. County desires to obtain and Contractor agrees to provide AFIS maintenance and support services for such hardware and software, in accordance with the terms and conditions of this Agreement.

G. Approval of this Agreement is recommended by the regional CAL-ID/Remote Access Network (RAN) Board, whose authority in such matters is granted by California Vehicle Code Section 9250.19.

The parties therefore agree as follows:

1 **Article 1**

2 **Contractor's Services**

3 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in  
4 Exhibit A to this Agreement, titled "Scope of Services."

5 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
6 able to perform all of the services provided in this Agreement.

7 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all  
8 applicable federal, state, and local laws and regulations in the performance of its obligations  
9 under this Agreement, including but not limited to workers compensation, labor, and  
10 confidentiality laws and regulations.

11 1.4 **Data Security.** The Contractor shall comply with the provisions of Exhibit F, Data  
12 Security, attached to this Agreement and incorporated by this reference.

13 1.5 **Location of Services.** These services shall be provided remotely, or at Fresno  
14 Sheriff's Headquarters, located at 2200 Fresno Street, Fresno CA 93721.

15 **Article 2**

16 **County's Responsibilities**

17 2.1 The County shall appoint the Sheriff-Coroner-Public Administrator of Fresno County,  
18 or her/his designee, as County's Contract Administrator for this Agreement, who will coordinate  
19 all activities with the Contractor. The Contract Administrator shall have full authority to make  
20 decisions on behalf of the County concerning this Agreement, in accordance with the terms of  
21 this Agreement, with the exception of amending or terminating this Agreement or increasing the  
22 County's fiscal year or total compensation maximums.

23 2.2 County shall at all times, exercise reasonable care for the security of the AFIS. Until  
24 such time that this Agreement is expired, the AFIS equipment will be accessible to Contractor's  
25 authorized personnel, agents and designees who have passed County's security and  
26

1 background checks, and to such personnel of the County who currently have unrestricted  
2 access to the area.

3 2.3 County agrees that Contractor will retain all rights, title and interest in and to the  
4 Intellectual Property Rights in the AFIS and any derivative works thereof, subject only to the  
5 limited license set forth in the original AFIS purchase agreement executed by and between the  
6 parties. County does not acquire any other rights, express or implied, in the Intellectual Property  
7 Rights in the AFIS. "Intellectual Property Rights" means on a world-wide basis, any and all now  
8 known or hereafter known tangible and intangible (a) rights associated with works of authorship  
9 including, without limitation, copyrights, (b) rights associated with trademarks, service marks,  
10 trade names and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other  
11 industrial property rights, (e) rights in domain names; (f) all other intellectual and industrial  
12 property rights of every kind and nature and however designated, whether arising by operation  
13 of law, contract, license or otherwise, and (g) all registrations, applications, renewals,  
14 extensions, continuations, divisions or reissues thereof now or hereafter existing, made or in  
15 force (including any rights in any of the foregoing).

### 16 **Article 3**

#### 17 **Compensation, Invoices, and Payments**

18 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
19 the performance of its services under this Agreement as described in Exhibit B to this  
20 Agreement, titled "Support Fees."

21 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor  
22 under this Agreement is one million, seven hundred ninety-nine thousand, one hundred sixty-  
23 eight dollars (\$1,791,168). The Contractor acknowledges that the County is a local  
24 government entity and does so with notice that the County's powers are limited by the  
25 California Constitution and by State law, and with notice that the Contractor may receive  
26 compensation under this Agreement only for services performed according to the terms of this



1 Sheriff-Coroner/Public Administrator's Office  
2 County of Fresno  
3 2200 Fresno Street  
4 Fresno, CA 93721  
5 [teresaburgamy@fresnosheriff.org](mailto:teresaburgamy@fresnosheriff.org)  
6 Fax: 559-600-3348

7 **For the Contractor:**  
8 Brian Yeager, Sales Manager  
9 Thales DIS USA, Inc.  
10 2964 Bradley Street  
11 Pasadena, CA 91107

12 5.2 **Change of Contact Information.** Either party may change the information in section  
13 5.1 by giving notice as provided in section 5.3.

14 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
15 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
16 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
17 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
18 Document Format (PDF) document attached to an email.

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

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

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

26 (D) A notice delivered by telephonic facsimile transmission or by PDF document  
27 attached to an email is effective when transmission to the recipient is completed (but, if such  
28 transmission is completed outside of County business hours, then such delivery is deemed to  
be effective at the next beginning of a County business day), provided that the sender maintains  
a machine record of the completed transmission.



1 transferable license during the term of this Agreement (without the right to  
2 sublicense):

- 3 a) To use the Software solely for COUNTY's own business operations,  
4 including use by any law enforcement agency supported by COUNTY,  
5 solely on the Equipment on which the Software is first installed (or, on  
6 a temporary basis, on a backup system if such equipment is  
7 inoperative), and in a manner consistent with the limitations specified  
8 or referenced in this Agreement and the Documentation;
- 9 b) Notwithstanding these licensing terms, COUNTY shall have the right  
10 to install those portions of the client software that are deemed  
11 redistributable on any client used by a law enforcement agency that  
12 COUNTY supports.
- 13 c) To reproduce a reasonable number of copies of the Documentation as  
14 reasonably necessary to support COUNTY's authorized use of the  
15 AFIS; and
- 16 d) To internally use the Documentation in support of COUNTY's  
17 authorized use of the AFIS.

18 (2) COUNTY will not copy or use the Software or Documentation except as  
19 expressly permitted by this Agreement. COUNTY will not modify the Software  
20 or Documentation, except to the extent expressly approved in advance by  
21 CONTRACTOR in writing. COUNTY may not relicense, sublicense, sell, lend,  
22 give, disclose, transfer, assign, rent or lease the Software or Documentation  
23 to any third party or use the Software for third party training, commercial time-  
24 sharing or service bureau use. COUNTY will not intentionally permit any third  
25 party to reverse engineer, disassemble or decompile any Software. COUNTY  
26 will not remove, obscure, or alter any notice of patent, copyright, restricted

1 rights, trade secret, trademark or other proprietary right related to the  
2 Software. COUNTY hereby acknowledges and agrees that all Software is  
3 licensed and not sold to COUNTY.

4 (3) If the Equipment purchased hereunder is sold or assigned to a third party,  
5 COUNTY will remove all Software from such Equipment prior to delivery to  
6 the third party. CONTRACTOR may grant the new owner or assignee a  
7 license to the relevant Software, provided that the new owner or assignee  
8 agrees to CONTRACTOR's then-current Software license terms and  
9 conditions (including CONTRACTOR's then-current fees) and such other  
10 terms as CONTRACTOR may reasonably require.

11 (B) If the breaching party fails to cure the breach to the non-breaching party's  
12 satisfaction within the time stated in the written notice, the non-breaching party may terminate  
13 this Agreement immediately.

14 (C) For purposes of this section, a Contractor breach occurs when, based on factual  
15 evidence, the Contractor has:

16 (1) Obtained or used funds illegally or improperly;

17 (2) Failed to materially comply with a Contractor obligation set forth in this  
18 Agreement; or

19 (3) Submitted a substantially incorrect or incomplete report to the County.

20 **6.3 Termination without Cause.** In circumstances other than those set forth above, the  
21 County may terminate this Agreement by giving at least 30 days advance written notice to the  
22 Contractor. Contractor may terminate this Agreement without cause at the end of the initial three  
23 (3) year term or at the end of the first option year upon thirty (30) days advance written notice to  
24 the County. The Agreement will automatically end at the end of the second option year unless  
25 earlier terminated.





1 or consequential damages, whether based upon contract, tort, or any other legal theory, arising  
2 from Contractor's performance or nonperformance under this Agreement and the attached  
3 quotation.

4 **8.3 Survival.** This Article 8 survives the termination or expiration of this Agreement.

5 **Article 9**

6 **Insurance**

7 9.1 The Contractor shall comply with all the insurance requirements in Exhibit D to this  
8 Agreement.

9 **Article 10**

10 **Inspections, Audits, and Public Records**

11 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
12 the County may examine at any time during business hours upon reasonable advance written  
13 notice to Contractor as often as County reasonably deems necessary, all of the Contractor's  
14 records and data with respect to the matters covered by this Agreement, excluding attorney-  
15 client privileged communications and Contractor's confidential business records exempt from  
16 disclosure under the California Public Records Act. The Contractor shall, upon request by the  
17 County, permit the County to audit and inspect all of such records and data to ensure the  
18 Contractor's compliance with the terms of this Agreement.

19 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
20 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
21 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
22 years after final payment under this Agreement. This section survives the termination of this  
23 Agreement.

24 10.3 **Public Records.** The County is not limited in any manner with respect to its public  
25 disclosure of this Agreement or any record or data that the Contractor may provide to the  
26

1 County. The County's public disclosure of this Agreement or any record or data that the  
2 Contractor may provide to the County may include but is not limited to the following:

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

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

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

12 (D) This Agreement, and any record or data that the Contractor may provide to the  
13 County, is subject to public disclosure as a public record under the California Public Records  
14 Act (California Government Code section 7920.000 et. seq.) ("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 people's  
17 business of the State of California under California Constitution, Article 1, section 3, subdivision  
18 (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 **10.4 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

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

## 19 **Article 11**

### 20 **Disclosure of Self-Dealing Transactions**

21 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation  
22 or changes its status to operate as a corporation.

23 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
24 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
25 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
26 the County before commencing the transaction or immediately after.





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

4 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
5 electronic signature as provided in this section.

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

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

16 (C) The provisions of this section satisfy the requirements of Civil Code section  
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2,  
18 Title 2.5, beginning with section 1633.1).

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

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

25 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
26 original, and all of which together constitute this Agreement.



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

THALES, DIS USA, INC.

COUNTY OF FRESNO

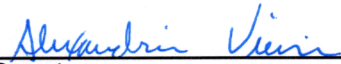




Antonio Lo Brutto,  
Executive Vice President  
2733 S. Crystal Drive, Suite 1200  
Arlington, VA 22202

Nathan Magsig, Chairman of the Board of  
Supervisors of the County of Fresno

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

By:   
Deputy

For accounting use only:

Org No.: 9052  
Account No.: 7205/8300  
Fund No.: 4000  
Subclass No.: 40430

# Exhibit A

## Scope of Services

### 1. Definitions

(A) **“Documentation”** means the written materials, including instructions, rules, guidelines, manuals, and/or procedures, associated with the Software that Contractor shall make available to County.

(B) **“Error”** means a reproducible defect or combination of defects in the Software that results in a failure of the Software, when used in accordance with Contractor’s instructions (including, without limitation, the applicable Documentation), to function substantially in accordance with the Specifications. As used hereunder, a reproducible defect will mean a defect that Contractor can reproduce using the most recent version of the Software, as delivered by Contractor to County, in accordance with the terms of this Agreement.

(C) **“Error Correction”** means either (a) a bug fix or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on County.

(D) **“Hardware”** means the Contractor proprietary hardware purchased by County from Contractor for use in connection with the Software as such hardware is further described on Exhibit B (Compensation).

(E) **“the Support Term”** is as set forth in the quotation (Quote Number 00006921B) contained in Exhibit B.

(F) **“Software”** means the Contractor-developed proprietary computer program(s) licensed by Contractor to County as further listed in the Exhibit B quotation. Software excludes Third Party Software.

(G) **“Specifications”** means the technical specifications for the Software as set forth in the applicable Documentation.

(H) **“Support Fees”** has the meaning set forth in Exhibit B.

## Exhibit A

1 (I) “**Support Services**” means the support and maintenance services provided by  
2 Contractor pursuant to this Agreement, as further described herein.

3 (J) “**Technical Contact**” means the person or persons designated by County in this  
4 Exhibit A (County’s Primary Service Engineer(s)), as the initial interface for Error reporting for  
5 the Software and fault reporting for the Hardware. The Technical Contact is the Sheriff’s Office  
6 CAL-ID Manager, Teresa Burgamy, [Teresa.burgamy@fresnosheriff.org](mailto:Teresa.burgamy@fresnosheriff.org), (559) 600-8103. The  
7 Sheriff, or his or her designee, has authority to update the Technical Contact as needed, with  
8 written notice to Contractor.

9 (K) “**Third Party Hardware**” means hardware products that are proprietary to  
10 entities other than Contractor (e.g., Dell, HP, etc.).

11 (L) “**Third Party Software**” means software products that are proprietary to entities  
12 other than Contractor (e.g., Microsoft, Oracle, etc.).

13 (M) “**Update**” means a revision of the Software or Hardware which is released by  
14 Contractor during the Term of this Agreement and which contains an Error Correction. Unless  
15 agreed otherwise in writing, any Updates provided to County during the Term of this Agreement  
16 will be provided by Contractor to County at no extra charge, so long as County is in compliance  
17 with the terms and conditions of this Agreement. Any revision of the Software or Hardware that  
18 is not an Update shall be deemed an Upgrade.

19 (N) “**Upgrade**” means a revision of the Software released by Contractor during the  
20 Term of this Agreement which adds new and different functions to the Software or increases the  
21 capacity of the Software to process information. Contractor is under no obligation to provide  
22 any Upgrades under this Agreement, but if any Upgrades are made available to County under  
23 this Agreement, each Upgrade will generally require a Change Request and County’s payment  
24 of an additional charge.

### 25 2. **Hardware Maintenance and Support**

26 2.1 **Hardware Fault Reporting and Correction.** During the Support Term, on the  
27 terms and conditions of this Agreement, Contractor shall repair or replace without charge to  
28 County any part of the Hardware found to be faulty by reason of defective material, design or

## Exhibit A

1 workmanship. Hardware problems will be reported by County through County's Technical  
2 Contact to Contractor at the support number: Phone: 1-866-500-AFIS (or 1-866-500-2347),  
3 Email: [itsm.ibs.LEHelpdesk@apps.thalesgroup.com](mailto:itsm.ibs.LEHelpdesk@apps.thalesgroup.com) or Web Portal: [https://us-dis-  
support.thalesgroup.com/sp/?id=landing](https://us-dis-<br/>4 support.thalesgroup.com/sp/?id=landing), as it may be revised by Contractor from time to time.

5 Each such report will be accompanied or followed by sufficient information to enable Contractor  
6 to determine the cause of the Hardware problem. Contractor will acknowledge a report of a  
7 Hardware problem via electronic mail through updating the Service Now ticket to the Technical  
8 Contact consistent with the severity of the issue per the response time identified in Exhibit E.

9 Contractor shall use commercially reasonable efforts consistent with the severity of the problem  
10 to repair or replace the Hardware. Any Hardware replaced by Contractor shall be replaced with  
11 hardware of comparable functionality, which may be new or reconditioned hardware. Contractor  
12 will determine, in its sole discretion, the manner in which it will repair or replace the Hardware.

13 Contractor will pay all shipping costs required to repair or replace the faulty Hardware.

14 Contractor shall not be required to repair, replace, update, or upgrade any Hardware  
15 for the purpose of maintaining compatibility with Third Party Hardware or Third-Party Software  
16 or updates thereto, including but not limited to Third Party Software operating systems, or where  
17 requested due to changes in state or federal requirements or changes in County's internal IT  
18 policies (including but not limited to security policies). County must initiate a Change Request to  
19 Contractor for Contractor's consideration if County wishes for Contractor to provide any support  
20 related to the foregoing situations, and if Contractor agrees to provide the support, it shall be at  
21 charges agreed to by the parties.

22 **2.2 Third Party Hardware Support.** During the Support Term, Contractor shall  
23 provide corrective maintenance for Third Party Hardware previously purchased by County from  
24 Contractor. This means that if this Third Party Hardware breaks or fails, Contractor shall supply  
25 a fix to or replace the product. If, however, by example, a Third-Party Hardware vendor issues a  
26 firmware update, any work or support that Contractor in its discretion wishes to do for County,  
27 whether for the Hardware or the Third-Party Hardware, will require a Change Request and  
28 additional support charges may apply. Preventive maintenance (i.e., maintenance that is done

## Exhibit A

1 to prolong the useful life of a product or infrastructure) is not provided by Contractor for Third  
2 Party Hardware. Lastly, Contractor shall have no obligation regarding any EOL (End of Life)  
3 Third Party Hardware that is no longer being supported by Contractor or the Third-Party  
4 Hardware vendor.

5 **2.3 Exclusions from Hardware Maintenance and Support.** Notwithstanding the  
6 provisions contained in Sections 2.1 and 2.2 above, Contractor shall have no responsibility to  
7 provide Hardware maintenance or support or repair or replace any Hardware where Contractor  
8 determines, in its sole and reasonable discretion, that the Hardware requires such repair or  
9 replacement due to:

10 **2.3.1** any changes or modifications to the Hardware or Software included on  
11 the Hardware that were not made by Contractor;

12 **2.3.2** damage to the Hardware (other than normal wear and tear);

13 **2.3.3** the failure of computer hardware, equipment, or software not supplied by  
14 Contractor;

15 **2.3.4** the negligence of County or a third party;

16 **2.3.5** the use of operating systems or auxiliary devices (e.g., third party  
17 hardware components) in conjunction with Hardware or Software which have not been  
18 approved in writing by Contractor for use with Hardware and Software;

19 **2.3.6** attempted maintenance by unauthorized persons;

20 **2.3.7** County's improper use of the Hardware, including but not limited to  
21 County merging or combining the Hardware with any hardware or software not authorized by  
22 Contractor to be so merged or combined;

23 **2.3.8** environmental issues (e.g., heat, humidity, electrical) on County's  
24 premises; or

25 **2.3.9** changes made to County's network or to County's IT infrastructure by  
26 County or a third party without Contractor's knowledge and approval.

27

28

## Exhibit A

1           **2.4 On-Site Hardware Support.** Contractor may, in its sole discretion,  
2 provide on-site support when a Hardware issue cannot be resolved remotely, Contractor would  
3 perform such support at a time mutually agreed upon by Contractor and County.

### 4           **3. Software maintenance and Support**

5           **3.1 Software Error Reporting and Correction.** Thales will provide Customer  
6 with the ability to open software-related support tickets 24 hours a day, 7 days a week. Each  
7 Error experienced by Customer related to Customer's use of the Software may be reported by  
8 Customer through Customer's Technical Contact to Thales by opening a support ticket either by  
9 phone (866.500.2347), e-mail ([itsm.ibs.LEHelpdesk@apps.thalesgroup.com](mailto:itsm.ibs.LEHelpdesk@apps.thalesgroup.com)), or via online  
10 portal (<https://us-dis-support.thalesgroup.com/sp/?id=landing>), as that information may be  
11 revised by Contractor from time to time. Each such Error report will be accompanied or followed  
12 by sufficient information to enable Contractor to reproduce and verify the Error. Contractor will  
13 acknowledge a report of an Error via electronic mail through updating the Service Now ticket to  
14 the Technical Contact consistent with the severity of the issue per the response time identified  
15 in Exhibit E. Contractor will use commercially reasonable efforts consistent with the severity of  
16 the Error to reproduce and verify reported Errors and provide Error Corrections. Contractor will  
17 determine, in its sole discretion, the priority level of each reported Error.

18           Under this Agreement, Contractor shall not be required to repair, replace, update, or  
19 upgrade any Software to a subsequent version for the purpose of maintaining compatibility with  
20 Third Party Software or updates thereof, including but not limited to Third Party Software  
21 operating systems, or where requested due to changes in state or federal requirements or in  
22 County's internal IT policies (including but not limited to security policies).

23           Unless the parties mutually agree otherwise in advance in writing, Contractor shall  
24 implement any Software Error Corrections provided by Contractor to County.

25           **3.2 Third Party Software Support.** During the Initial Support Term, Contractor  
26 shall provide only corrective maintenance for Third Party Software previously purchased by  
27 County from Contractor; no preventative maintenance (inspection, detection, and correction of  
28 incipient failures before they occur) is provided by Contractor for Third Party Software. Further,

## Exhibit A

1 Contractor shall have no obligation regarding any EOL (End of Life) Third Party Software that is  
2 no longer being supported by Contractor or the Third-Party Software vendor.

3 **3.3 Exclusions from Software Maintenance and Support.** Notwithstanding  
4 the provisions contained in Sections 3.1 and 3.2 above, Contractor shall have no responsibility  
5 to provide Software maintenance or support where Contractor determines in its reasonable and  
6 sole discretion that:

7 **3.3.1** the Software has been changed, modified, or damaged (excluding  
8 modifications made by Contractor);

9 **3.3.2** the Software Maintenance and Support Services are necessary due to:  
10 (a) failure of computer hardware, equipment, or software not supplied by Contractor; (b) the  
11 negligence of County or any third party; (c) a cause or causes beyond the reasonable control of  
12 Contractor; (d) attempted maintenance by unauthorized persons; (e) County's use or improper  
13 use of the Software, or the use, merging or combining of the Software with any hardware or  
14 software not authorized by Contractor to be so merged or combined; or (f) environmental issues  
15 (e.g. heat, humidity, electrical) on County's premises;

16 **3.3.3** County has not installed and implemented any Error Corrections provided  
17 by Contractor;

18 **3.3.4** County has not paid the Support Fees, or any related fees or amounts,  
19 required by this Agreement, when due; or

20 **3.3.5** County or a third party has made changes to County's network or to  
21 County's IT infrastructure without Contractor's knowledge and approval.

22 **3.4 On-Site Software Support.** Contractor may, in its sole discretion, provide  
23 on-site support when a Software issue cannot be resolved remotely Contractor would perform  
24 such support at a time mutually agreed upon by Contractor and County.

### 25 **4. County Compliance and Cooperation**

26 **4.1** County acknowledges that all Documentation, Software, Error  
27 Corrections, and Upgrades provided by Contractor are subject to the licensing conditions of the  
28 AFIS purchase and maintenance agreement entered into by and between the County of Fresno

## Exhibit A

1 and Gemalto Cogent, Inc. (now Thales DIS USA, Inc.) on September 11, 2018, listed in Section  
2 6.2(A)(i) of the Agreement, and County agrees to comply with those conditions.

3 **4.2** County will fully cooperate and assist Contractor in the provision of the Support  
4 Services, including allowing full and free access, including, but not limited to remote access, to  
5 relevant hardware, software, and other information if reasonably required by Contractor.

6 **5. DISCLAIMER OF WARRANTIES.** Contractor disclaims all warranties, express or  
7 implied, with regard to services provided under this agreement and its attached quotation,  
8 including, without limitation, all implied warranties of merchantability, fitness for a particular  
9 purpose, title, and non-infringement, and all warranties that may arise from a course of dealing,  
10 course of performance, or usage of trade. With respect to any hardware faults reported by  
11 county to contractor, county agrees that contractor's sole and exclusive obligation and county's  
12 sole and exclusive remedy under this agreement is for contractor to use commercially  
13 reasonable efforts to repair or replace the hardware in accordance with contractor's  
14 maintenance obligations pursuant to section 2 above. With respect to any errors reported by  
15 county to contractor, county agrees that contractor's sole and exclusive obligation and county's  
16 sole and exclusive remedy under this agreement is for contractor to use commercially  
17 reasonable efforts to correct such errors in accordance with contractor's support obligations  
18 pursuant to section 3 above.

19 **6. Discontinuance of Support Services.** Contractor reserves the right to discontinue  
20 provision of the Support Services for any Hardware, Software, Third Party Hardware, and Third  
21 Party Software where Contractor, in its sole discretion, determines that Contractor's continued  
22 provision of Support Services is no longer economically feasible due to obsolescence of the  
23 Hardware, Software, Third Party Hardware, and Third Party Software. Contractor will give  
24 County at least three (3) months prior written notice of any such discontinuance of Support  
25 Services and will refund any unaccrued Support Fees that County may have prepaid with  
26 respect to the affected products. In all cases, Contractor will have no obligation to support or  
27 maintain any version of the Software or Third Party Software, including but not limited to  
28 operating system software, except (a) the then-current version, and (b) the immediately  
preceding version for a period of six (6) months after it is first superseded.

**7. Integration Efforts Not Included.** This Agreement does not include any installation  
or deployment activities or anything related to Hardware or Software outside of the project

## Exhibit A

1 delivery scope set forth in the Exhibit B quotation. This Agreement only covers those Products  
2 listed on the Exhibit B quotation.

3 **8. Change Request.** If County has a need for services that are outside the scope of  
4 Contractor's standard maintenance and support provided under the terms of this Agreement,  
5 County may request that Contractor prepare a Change Request with attendant pricing for  
6 County's consideration. Contractor in its sole discretion will determine whether Contractor is  
7 willing and able to perform a Change Request, given factors that include, but are not limited to,  
8 time, resources, costs, complexity, and impact of the work involved. Contractor will follow its  
9 internal Change Management Request Process in documenting a Change Request, analyzing  
10 it, assessing its costs, and making the decision as to whether to proceed with the Change  
11 Request. Two examples of situations where a Change Request could arise are: (i) Hardware or  
12 Software at or nearing End of Life; or (ii) third party vendor makes a change to Third Party  
13 Hardware or Third Party Software which impacts performance or operability of Hardware or  
14 Software.

## Exhibit B

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### Compensation

The Contractor will be compensated for performance of its 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.

**Support Fees.** County will pay annual support fees for the Support Services according to Section 3.3 (Invoices) and Section 3.4 (Payment) of the Agreement. Contractor may increase the annual Support Fees for any Option Years if County requires system additions, subtractions, or modifications, and will give County advance notice of such increases.

**Taxes.** All taxes and duties attributable to this Agreement (except taxes relating to Contractor's net income), including sales, use, and any other tax assessed by local, state, or federal authorities, will be borne by County, and shall be invoiced to County by Contractor on each invoice.

# Exhibit B



Thales DIS USA, Inc.  
2964 Bradley Street  
Pasadena, Ca 91107 USA  
Tel: +1 (626) 325-9600  
Fax: +1 (626) 325-9700

Quote Number	00006921B	Updated Date	5/3/2024
Oracle ID	US056143	Expiration Date	9/3/2024
Category Code	Biometrics Law Enforcement	Project Number	GNM19037_1

Bill To Name	County of Fresno	Ship To Name	County of Fresno
Bill To	2200 Fresno Street Fresno, CA 93724 United States	Ship To	2200 Fresno Street Fresno, CA 93724 United States

### Support and Maintenance Renewal Quotation

Product	Product Code	Line Item Description	Quantity	Sales Price	Total Price
Maintenance (Billing Only)	A2887554	MISC - CAFIS Support & Maintenance	1	\$164,078.49	\$164,078.49
Annual AFIS Maintenance	A2887551	Annual Maintenance - AFIS/Database Services	1	\$61,903.00	\$61,903.00
Latent Workstation Annual Maintenance	75050114332	Annual Maintenance - CAFIS Client Workstations - Latent	5	\$6,293.86	\$31,469.30
Maintenance (Billing Only)	A2887554	Annual Maintenance - CAFIS Client Workstations - Tenprint/Verification	3	\$3,833.89	\$11,501.67
Maintenance (Billing Only)	A2887554	Annual Maintenance - Latent Matcher Subsystem	1	\$43,881.42	\$43,881.42
Maintenance (Billing Only)	A2887554	Annual Maintenance - Tenprint Matching Subsystem	1	\$43,881.42	\$43,881.42
Maintenance (Billing Only)	A2887554	Annual Maintenance - Interface & Backup Services	1	\$37,612.63	\$37,612.63
Maintenance (Billing Only)	A2887554	Annual Maintenance - Workflow Services	1	\$37,612.63	\$37,612.63
Maintenance (Billing Only)	A2887554	Annual Maintenance - WebArchive Services	1	\$17,910.79	\$17,910.79
Maintenance (Billing Only)	A2887554	Year 2* - Lines 2-8 listed above - 1/1/2025 - 12/31/2025	1	\$304,348.25	\$304,348.25
Maintenance (Billing Only)	A2887554	Year 3* - Lines 2-8 listed above - 1/1/2026 - 12/31/2026	1	\$324,130.90	\$324,130.90

Maintenance Start	1/1/2024	Subtotal	\$1,078,330.50
Maintenance End	12/31/2026	Grand Total	<b>\$1,078,330.50</b>

Notes to Customer	
Year 1 (Lines 2-8) Total Cost: \$285,772.86	
Option Year 1* (1/1/27 - 12/31/27): \$345,199.41	(Lines listed above + Option Years 1-2): <b>\$1,791,167.28</b>
Option Year 2* (1/1/28 - 12/31/28): \$367,337.37	Total Quote Value: <b>\$1,791,167.28</b>

\*Year 2-3 and Option Years 1-2 costs are estimated and subject to change based on system additions, subtractions, and modifications

Acceptance of Quote:

Signature \_\_\_\_\_ Date \_\_\_\_\_

# 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

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

# 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 Contractor's performance of its obligations 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) **Professional Liability.** Professional liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per claim and in the aggregate. If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate.

## Exhibit D

(G) **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 Exhibit F 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 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 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](mailto: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) 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 Contractor's performance of its obligation 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.

## Exhibit D

- (ii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iii) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
- (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 written notice of any cancellation of the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, the Contractor shall provide written notice to the County not less than 30 days in advance of cancellation. The County in its reasonable 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) **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.
- (E) **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.
- (F) **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

## AFIS SERVICE LEVELS

### TECHNICAL SUPPORT CONTACT INFORMATION

Phone: 1-866-500-AFIS (or 1-866-500-2347)

Email: [itsm.ibs.LEHelpdesk@apps.thalesgroup.com](mailto:itsm.ibs.LEHelpdesk@apps.thalesgroup.com)

Web Portal: <https://us-dis-support.thalesgroup.com/sp/?id=landing>

				Remote
				Response
Severity	Severity Definition	Detail Description	Example(s)	Time*
<b>Critical</b>	Full System Outage, or Critical Impact to System Usability	Problems that cause total failure of the full system (unscheduled) or stop a user from completing a business critical function.  There are no work-arounds available.  County must be available to work toward a resolution.	Entire AFIS system is inoperable.	1 hour
<b>Major</b>	Partial System Outage or Major Impact to System Usability  >50%+ of licensees or critical functionality	Problems that cause total failure of a critical system component (unscheduled).  There are no work-arounds available.  County must be available to work toward a resolution.	Critical AFIS components are inoperable (ten-print searching).	2 hours

## Exhibit E

<b>Significant</b>	Significant Impact to Usability >25% of licensees or daily used functionality	Problems that cause a significant performance impact to any system component (unscheduled), or impacting more than 50% of the system's transactions.  A short-term work-around is available.  County must be available to work toward a resolution.	Multiple workstations are completely inoperable (Livescan Booking, Tenprint Analysis, Latent Analysis)  -OR-  System response is not meeting contractual obligations	2 hours
<b>Medium</b>	Moderate Impact to Usability <25% of users or moderately used functionality	Problems that cause a moderate impact on licensee's productivity, system performance or system functionality.  A mid-term work-around is available.  County must be available to work toward a resolution.	Workstation or device is not functioning within designed specifications	4 hours
<b>Low</b>	Low impact to licensees	Problems that cause little to no effect to County's productivity, system functionality or system performance.	Inconvenient error message  -OR-  Intermittent problem	8 hours

## **Exhibit E**

\*Remote response time means the time period between Contractor's receipt of County's notice of a Software Error or a Hardware problem and Contractor's electronic response to County acknowledging Contractor's receipt of County's notification.

# Exhibit F

## Data Security Exhibit

### 1. Definitions

Capitalized terms used in this Exhibit F have the meanings set forth in this section 1.

- (A) **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information.
- (B) **“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 F.
- (C) **“County Data”** means all data, information, and other content of any type that is input, imported, interfaced, or processed by County staff into System as a part of this agreement.
- (D) **“Director”** means the County Sheriff’s Finance Bureau Director or his or her designee.
- (E) **“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.
- (F) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (G) **“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, under this Agreement, 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,

## Exhibit F

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

- (H) **"Privacy"** means the protection of software and data from unauthorized access and manipulation.
- (I) **"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 F.
- (J) **"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 section 3(C) of this Exhibit F.
- (K) **"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.
- (L) **"Use"** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

- (A) 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.
- (B) 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

## Exhibit F

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.

(C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:

- (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 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 F;
- (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.

(D) 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, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing 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 (ii) 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.

**3.** The Contractor shall remain liable to the County for the actions and omissions of any of Contractor's employees, former employees or subcontractors concerning its (or their) Use of such Personal Information as if they were the Contractor's own actions and omissions

## Exhibit F

### 4. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable 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).
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, 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.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit F, 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 County computing systems will only be through the County Sheriff's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) 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
  - (iv) providing appropriate privacy and information security training to Authorized Employees.
- (D) 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

## Exhibit F

obligations under this Exhibit F. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

- (E) 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.
- (F) The Contractor shall provide the County with 24x7 Contractor contact information for County's use in notifying Contractor of a Security Breach or a Privacy Practices Complaint. Contractor shall utilize Contractor's internal corporate incident response plan in addressing a Security Breach or Privacy Practices Complaint.
- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm. If either County or Contractor becomes aware of the existence of such a malicious program, it shall notify the other Party thereof and Contractor shall promptly remove the malicious program, repair the System and County's data, and repair any other damage done by the malicious program.

**5. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit F shall survive the termination of this Agreement.

**6. No Third-Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit F is intended to confer, nor shall anything in this Exhibit F confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**7. 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.