

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated May 21, 2024 and is between CentralSquare Technologies, LLC, a Delaware Limited Liability Company ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. The County has a need for maintenance and support for its CentralSquare Enterprise CAD software system ("Software"), which is used to support The Fresno County Emergency Medical Services (EMS) Communications Center with the dispatch of all ambulance and fire requests in Fresno, Kings, Tulare, and Madera Counties.

B. The County previously entered into Agreement A-19-075 for a 3-year term with two option one-year renewals via a sole source agreement for the maintenance and support of the CentralSquare Enterprise CAD software system, as it has been in use since 1993.

C. The County desires to enter into an agreement through a suspension of competition with the Contractor for the continued provision of licensing, maintenance, and support for the CentralSquare Enterprise CAD software system.

The parties therefore agree as follows:

Article 1

Contractor's Services

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

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

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

1.4 License Term. The Software licenses detailed on Exhibit B were originally sold via perpetual licensing. As such, the licensing terms stated herein are a continuation of the original

1 license. County has been granted a nontransferable, nonexclusive right to use the Software
2 stated in Exhibit B for the County's own internal use. Additional Software licenses purchased
3 after the execution of this Agreement shall also be licensed in accordance with the provisions of
4 this Section. County shall not use, copy, rent, lease, sell, sublicense, modify, create derivative
5 works from/of, or transfer any Software, or permit others to do said acts, except as provided in
6 this Agreement. Any such unauthorized use shall be void and may result in immediate and
7 automatic termination of the applicable license. In such event, County shall not be entitled to a
8 refund of any license fees paid. Notwithstanding, County shall be entitled to use Software at the
9 applicable location to provide services for itself and other affiliated governmental agencies
10 under the County's purview, provided that the Software is installed and operated at only one
11 physical location. The Software license granted in this Agreement or in connection with it are for
12 object code only and do not include a license or any rights to source code whatsoever.

13 **1.5** Application Programming Interface "API". If the County has purchased any
14 Application Programming Interface ("API") license or subscription, County may use such API for
15 County's own internal use to develop interfaces which enable interfacing with the applicable
16 Software purchased herein. The development and use of such interfacing applications is
17 specifically permitted under the use granted herein and shall not be deemed derivative works
18 provided that they are not, in fact, derived from the Software or the ideas, methods of operation,
19 processes, technology, or know-how implemented therein. Other than the usage rights granted
20 herein, County shall not acquire any right, title, or interest in the Software or API by virtue of the
21 interfacing of such applications, whether as joint owner, or otherwise. Should County desire to
22 provide or share the API to a third-party, the third-party must enter into an API Access
23 Agreement by and between the third-party and Contractor directly to govern the usage rights
24 and restrictions of the applicable API.

25 **1.6 Coordination of Work.** Contractor shall coordinate all work with County to minimize
26 any interruptions to the normal operation of County operations, through the appointee as
27 identified in Section 2.1 of this Agreement below.
28

1 **1.7 Infringement.** Contractor further represents and warrants that it has the right to
2 grant the licenses granted to the County hereunder and that the services provided under this
3 Agreement do not infringe upon or violate the United States patent of rights of any third party
4 and do not infringe upon or violate the copyright, or trade secret right of any third party. This
5 Section survives the termination of this agreement.

6 **1.8 Viruses & Disabling Mechanisms.** Contractor shall use commercially reasonable,
7 diligent measures to screen the licensed programs provided under this Agreement to avoid
8 introducing, or coding of, any virus or other destructive programming designed to permit
9 unauthorized access or use by third parties to the software installed on the County's systems, or
10 to disable or damage the County's systems (each, a "Virus"). Without limiting the rights and
11 remedies of the County, in the event any Virus is introduced into the County's systems through
12 any of the licensed programs provided under this Agreement, whether or not such introduction
13 is attributable to the Contractor (including the Contractor's failure to perform its obligations
14 under this Agreement), the Contractor shall, as soon as practicable, use its diligent,
15 commercially reasonable efforts to assist the County in eliminating the effects of the Virus, and if
16 the Virus causes a loss of operational efficiency or loss of data, and upon the County's request,
17 Contractor will, diligently work as soon as practicable to contain and remedy the problem and
18 to restore lost data resulting from the introduction of such Virus. Contractor shall not insert into
19 any of the licensed programs provided in this Agreement any code or other device that would
20 have the effect of disabling or otherwise shutting down all or any portion of the licensed
21 programs. Contractor shall not invoke such code or other device at any time, including upon
22 expiration or termination of this Agreement for any reason. This section survives the termination
23 of this Agreement.

24 **1.9 ADA Compliance.** Contractor's Products and Services shall be in compliance with
25 the Americans with Disabilities Act of 1990 (ADA), and said compliance shall be the sole
26 responsibility of the Contractor. Contractor shall indemnify, defend, and hold the County
27 (including its officers, agents, employees, and volunteers) harmless from liability of any nature
28 or kind, including damages, costs and expenses (including attorney's fees and costs) arising

1 from the Contractor's non-compliance with the ADA, including non-compliance with ADA
2 Section 508 of the Rehabilitation Act of 1973. This section survives the termination of this
3 Agreement.

4 **1.10 Support and Maintenance.** Contractor shall provide ongoing support and
5 maintenance for the Software listed in Exhibit B in accordance with Exhibit A for the term of this
6 Agreement.

7 **Article 2**

8 **County's Responsibilities**

9 **2.1 County Contractor Administrator.** The County appoints the Director of Internal
10 Services/Chief Information Officer ("CIO"), or his or her designee, as the County's Contract
11 Administrator with full authority to deal with the Contractor in all matters concerning this
12 Agreement.

13 **2.2 Safeguarding System Software.** The County will follow its present practices to
14 safeguard System Software delivered to the County by the Contractor. A copy of the County's
15 "Information Technology (IT) Standards and Preferences" will be made available upon request.

16 **2.3 Backup and Recovery Management.** The CentralSquare Enterprise CAD_software
17 System requires a backup agent to run on the County's server. The County utilizes a backup
18 and recovery system written and maintained by Commvault Systems ("Commvault"). As such,
19 the County will provide the Contractor with an account with appropriate administrative rights to
20 administer the application. The account password is expected to periodically expire.

21 In order for the CentralSquare Enterprise CAD software to run on County-supported
22 servers, the software must not require the users to have administrative rights on the County-
23 supported servers.

24 **2.4 Facility Maintenance.** County will at its own expense provide and maintain all
25 necessary labor and materials for site preparation, electrical services, and cabling required for
26 CentralSquare Enterprise CAD System operation. County shall receive the CentralSquare
27 Enterprise CAD System Software and will follow instructions provided by the Contractor to load
28 it on County's System Hardware to prepare the CentralSquare Enterprise CAD System for

processing and maintain the site in accordance with the Contractor's recommended requirements.

2.5 System Hardware and System Software. County will at its own expense provide and properly maintain and update on an on-going basis all necessary County system software and County system hardware required to operate CentralSquare Enterprise CAD software. Said County system software and County system hardware shall meet or exceed the Contractor's recommendations which are set forth in the Contractor's System Planning Document which may be updated as the Contractor releases updates and upgrades to its System Software

2.6 County CAD Manager. Upon execution of this Agreement, County's Contract Administrator shall designate one individual from ITSD who will function as the central point of contact (CAD Manager) with responsibility for day-to-day management of the CAD. The CAD Manager and County personnel shall have the necessary and appropriate training and experience to implement the terms of this Agreement. The County acknowledges the Contractor's reliance on same.

2.7 Contractor Access. The County will ensure that the Contractor's consultants have access to County's network and systems as required during County's normal business hours, which is 8AM to 5PM Monday through Friday, except for County holidays or when the Office of the Clerk of the Board of Supervisors is officially closed to the public. County grants Contractor the ability to provide remote virtual private network ("VPN") diagnostics and support in accordance with Exhibit C. County will provide any required software, hardware, and equipment necessary for Contractor VPN support.

Article 3

Compensation, Invoices, and Payments

3.1 Compensation. The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibit B to this Agreement.

3.2 Maximum Compensation. Pursuant to Article 4 of this Agreement, the term of this Agreement for a three-year term, with two, optional 12-month extension periods. The total

1 maximum compensation payable to the Contractor during the initial term of this Agreement is
2 \$1,212,678. If this Agreement is extended for the first additional year as provided in Article 4,
3 below, the total maximum compensation payable to the Contractor under this Agreement will
4 increase to \$1,642,946. If this Agreement is extended for the second additional year as provided
5 in Article 4, below, the total maximum compensation payable to the Contractor for the
6 Contractor Products and Services will increase to \$2,087,227. The total maximum
7 compensation includes \$1,337,227 for licensing, maintenance, and support over the potential 5-
8 year term of this Agreement, as well as \$750,000 for additional services, for the entire potential
9 5-year term of this Agreement In the event the total maximum compensation amount in the
10 Initial Term, and Year 4 is not fully expended, the remaining unspent funding amounts shall roll
11 over to each subsequent term's established maximum compensation.

12 The Contractor acknowledges that the County is a local government entity and does so with
13 notice that the County's powers are limited by the California Constitution and by State law, and
14 with notice that the Contractor may receive compensation under this Agreement only for
15 services performed according to the terms of this Agreement and while this Agreement is in
16 effect, and subject to the maximum amount payable under this section. The Contractor further
17 acknowledges that County employees have no authority to pay the Contractor except as
18 expressly provided in this Agreement.

19 **3.3 Contractor Products and Services.** The Contractor Software maintenance and
20 support are purchased by County as annual renewals. Additional Contractor products and
21 services, which may include but is not limited to, licenses, modules, features, may be added,
22 during the Term (as described in Section 4.1 below), determined necessary by the Contract
23 Administrator.

24 **3.4 Annual Fees.** Annual support and maintenance fees (as identified in Exhibit B) are
25 due for the first year of the Agreement, and then annually thereafter, and at the beginning of any
26 extended term, within forty-five (45) days of receipt of invoice. Exhibit B of this Agreement also
27 identifies the list of products and services used in this Agreement.

3.5 Ordering Products and Services. The Parties may execute one or more Order or amendment, as applicable, related to the sale and purchase of the Contractor's products and services. Each Order or amendment will include an itemized list of the Contractor products and services for such Contractor products and services. Each Order or amendment must, generally, be signed by the Parties. Each Order shall be governed by this Agreement regardless of any pre-printed legal terms on each Order. Additional product and services, which include but are not limited to subscriptions, licensing, modules, maintenance, support, and professional services may be ordered through the execution of an Order or amendment agreed to by the County, and if the cost does not exceed the total maximum compensation for the Agreement (as described in Section 3.2).

3.6 Invoices. The Contractor shall submit invoices to the County of Fresno, Internal Services Department, Attention: Business Office, 333 W. Pontiac Way, Clovis, CA 93612, isdbusinessoffice@fresnocountyca.gov.

3.7 Payment. The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.8 Incidental Expenses. The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 Term. This Agreement is effective on February 12, 2024, and terminates on February 11, 2027, except as provided in section 4.2, “Extension,” or Article 6, “Termination and Suspension,” below.

4.2 Extension. The term of this Agreement may be extended for no more than two (2), one-year periods only upon the written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of Internal Services/Chief Information Officer or his or her designee is authorized to sign the written approval on behalf of the County based on the Contractor's satisfactory performance. The extension of this Agreement by the

County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 5

Notices

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

For the County:

Director of Internal Services/Chief Information Officer
County of Fresno
333 W. Pontiac Way
Clovis, CA 93612
isdcontracts@fresnocountyca.gov

For the Contractor:

Legal/Contracts
CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746 Legal@CentralSquare.com

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

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

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

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

(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 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.

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

Article 6

Termination and Suspension

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

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

6.2 Termination for Breach.

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

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

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

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;

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

(4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the County CIO may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

6.6 Contractor's Termination for Breach. Contractor may terminate this Agreement for a material breach of this Agreement which includes County's failure to pay undisputed amounts more than (120) days, and only after delivery of written thirty (30) days' notice to County of Contractor's intention to terminate for breach.

6.7 Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach described in this Article, termination, or validity thereof, shall be resolved as follows:

(A) **Good Faith Negotiations.** The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the dispute. Each Party shall be responsible for its associated travel and other related costs, as applicable.

(B) **Escalation to Mediation.** If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to

1 the mediation, will be shared equally between the Parties. The Parties shall bear their
2 own fees, expenses, and costs.

3 (C) **Confidential Mediation.** The Parties further agree all written and oral offers,
4 promises, conduct, and statements made in the course of the mediation are confidential,
5 privileged, and inadmissible for any purpose in any litigation, arbitration, or other
6 proceeding involving the Parties. However, evidence that is otherwise admissible of
7 discoverable shall not be rendered inadmissible or non-discoverable as a result of its
8 use in the mediation.

9 (D) **Litigation.** If the Parties cannot resolve a Dispute through non-binding
10 mediation, then once an impasse is declared by the mediator either Party may pursue
11 litigation in a court of competent jurisdiction.

12 **Article 7**

13 **Independent Contractor**

14 **7.1 Status.** In performing under this Agreement, the Contractor, including its officers,
15 agents, employees, and volunteers, is at all times acting and performing as an independent
16 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
17 venturer, partner, or associate of the County.

18 **7.2 Verifying Performance.** The County has no right to control, supervise, or direct the
19 manner or method of the Contractor's performance under this Agreement, but the County may
20 verify that the Contractor is performing according to the terms of this Agreement.

21 **7.3 Benefits.** Because of its status as an independent contractor, the Contractor has no
22 right to employment rights or benefits available to County employees. The Contractor is solely
23 responsible for providing to its own employees all employee benefits required by law. The
24 Contractor shall save the County harmless from all matters relating to the payment of
25 Contractor's employees, including compliance with Social Security withholding and all related
26 regulations.

27 **7.4 Services to Others.** The parties acknowledge that, during the term of this
28 Agreement, the Contractor may provide services to others unrelated to the County.

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. Contractor shall not be required to required to indemnify County for any
11 claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
12 penalties, and liabilities of any kind caused to the extent of the negligence or wrongful act of
13 County, its officers, agents, employees, or volunteers. If a claim, demand, injury, damage, cost,
14 expense (including attorney fees and costs), fine, penalties, or liability of any kind results from or
15 is contributed to by the actions or omissions of County, its officers, agents, employees, or
16 volunteers,

17 **8.2 LIABILITY.** NOTWITHSTANDING WITHIN THIS AGREEMENT TO THE
18 CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN
19 CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

20 (A) NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY,
21 INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR
22 CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO,
23 REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER
24 PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED
25 SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF
26 AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH
27 LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND
28 NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND

1 REGARDSLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER
2 EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES;
3 AND

4 (B) CONTRACTOR'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION
5 WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID
6 BY COUNTY TO CONTRACTOR HEREUNDER FOR THE LAST TWENTY-FOUR (24)
7 MONTHS PRIOR TO THE DATE THE CLAIM AROSE.

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

9 **Article 9**

10 **Insurance**

11 **9.1** The Contractor shall comply with all the insurance requirements in Exhibit D to this
12 Agreement.

13 **Article 10**

14 **Ownership of Data**

15 **10.1 Ownership of Data.** The parties acknowledge and agree that all the County's data
16 (Data), is and shall remain the exclusive property of the County. The Contractor acknowledges
17 that in performing its obligations under the Agreement it may have access to the County's
18 networks and Data. The Contractor shall use and access such Data only as necessary for the
19 purpose of providing the services and supporting the CentralSquare Enterprise CAD software
20 as agreed.

21 **10.2 Ownership of System Software.** The parties acknowledge and agree that, as
22 between Contractor and County, title and full ownership of all rights in and to the CentralSquare
23 Enterprise CAD System Software, system documentation and all other materials provided to
24 County by the Contractor under the terms of this Agreement shall remain with the Contractor.
25 County will take reasonable steps to protect trade secrets (as defined in Government Code
26 Section 7924.510(f)) of the System Software and System Documentation, and which are
27 identified as such by the Contractor. County may not disclose or make available to third parties
28 the System Software or System Documentation or any portion thereof, unless otherwise

1 required by court order. The Contractor shall own all right, title and interest in and to all
2 corrections, modifications, enhancements, programs, and work product conceived, created or
3 developed, alone or with County or others, as a result of or related to the performance of this
4 Agreement, including all proprietary rights therein and based thereon.

5 **10.3 Data Sources.** Data uploaded into Contractor Products and Services must be
6 brought in from County sources (interactions with end users and opt-in contact lists). County
7 cannot upload purchased contact information into Contractor Products and Services without
8 Contractor's written permission, which shall not be unreasonably withheld or delayed, and
9 professional services support for list cleansing. Contractor understands and acknowledges,
10 however, that County is a government agency and intends to use Contractor for the purpose of
11 publishing information required by law to be available to the public.

12 **Article 11**

13 **Confidentiality & Data Security**

14 **11.1 Confidentiality.** The County and the Contractor may have access to information that
15 the other considers to be a trade secret as defined in California Government Code section
16 7924.510(f).

17 **11.2** Each party shall use the other's Information only to perform its obligations under, and
18 for the purposes of, the Agreement. Neither party shall use the Information of the other Party for
19 the benefit of a third party. Each Party shall maintain the confidentiality of all Information in the
20 same manner in which it protects its own information of like kind, but in no event shall either
21 Party take less than reasonable precautions to prevent the unauthorized disclosure or use of the
22 Information.

23 **11.3** The Contractor shall not disclose the County's data except to any third parties as
24 necessary to operate the Contractor Products and Services (provided that the Contractor
25 hereby grants to the County, at no additional cost, a non-perpetual, noncancelable, worldwide,
26 nonexclusive license to utilize any data, on an anonymous or aggregate basis only, that arises
27 from the use of the Contractor Products and Services by the Contractor, whether disclosed on,
28 subsequent to, or prior to the Effective Date, to improve the functionality of the Contractor

Products and Services and any other legitimate business purpose, subject to all legal restrictions regarding the use and disclosure of such information).

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

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

11.6 Data Security. The Contractor shall be responsible for the privacy and security safeguards, as identified in Exhibit E, entitled "Data Security." To the extent required to carry out the assessment and authorization process and continuous monitoring, to safeguard against threats and hazards to the security, integrity, and confidentiality of any County data collected and stored by the Contractor, Contractor shall afford the County access as necessary at the Contractor's reasonable discretion, to the Contractor's facilities, installations, and technical capabilities. If new or unanticipated threats or hazards are discovered by either the County or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

Article 12

Inspections, Audits, and Public Records

12.1 Inspection of Documents. The Contractor shall make available to the County, and the County may examine at any time during Business Hours and no more than once per twelve (12) months necessary, all of the Contractor's records and data with respect to the matters covered by this Agreement, excluding attorney-Contractor privileged communications. The

Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

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

12.3 Public Records. The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

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

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

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

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

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the

1 people's business of the State of California under California Constitution, Article 1,
2 section 3, subdivision (b).

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

7 **12.4 Public Records Act Requests.** If the County receives a written or oral request
8 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
9 and which the County has a right, under any provision of this Agreement or applicable law, to
10 possess or control, then the County may demand, in writing, that the Contractor deliver to the
11 County, for purposes of public disclosure, the requested records that may be in the possession
12 or control of the Contractor. Within five business days after the County's demand, the
13 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
14 possession or control, together with a written statement that the Contractor, after conducting a
15 diligent search, has produced all requested records that are in the Contractor's possession or
16 control, or (b) provide to the County a written statement that the Contractor, after conducting a
17 diligent search, does not possess or control any of the requested records. The Contractor shall
18 cooperate with the County with respect to any County demand for such records. If the
19 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
20 CPRA or other applicable law, it must deliver the record or data to the County and assert the
21 exemption by citation to specific legal authority within the written statement that it provides to
22 the County under this section. The Contractor's assertion of any exemption from disclosure is
23 not binding on the County, but the County will give at least 10 days' advance written notice to
24 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
25 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
26 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
27 failure to produce any such records, or failure to cooperate with the County with respect to any
28 County demand for any such records.

1 **Article 13**

2 **Disclosure of Self-Dealing Transactions**

3 **13.1 Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
4 or changes its status to operate as a corporation.

5 **13.2 Duty to Disclose.** If any member of the Contractor's board of directors is party to a
6 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
7 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
8 the County before commencing the transaction or immediately after.

9 **13.3 Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
10 a party and in which one or more of its directors, as an individual, has a material financial
11 interest.

12 **Article 14**

13 **General Terms**

14 **14.1 CIO.** Director of Internal Services/Chief Information Officer (CIO).

15 **14.2 Modification.** Except as provided in Article 6, "Termination and Suspension," this
16 Agreement may not be modified, and no waiver is effective, except by written agreement signed
17 by both parties. The Contractor acknowledges that County employees have no authority to
18 modify this Agreement except as expressly provided in this Agreement.

19 **14.3 Non-Assignment.** Neither party may assign its rights or delegate its obligations
20 under this Agreement without the prior written consent of the other party.

21 **14.4 Governing Law.** The laws of the State of California govern all matters arising from
22 or related to this Agreement.

23 **14.5 Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
24 County, California. The Contractor consents to California jurisdiction for actions arising from or
25 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
26 brought and maintained in Fresno County.

27 **14.6 Severability.** If anything in this Agreement is found by a court of competent
28 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in

1 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
2 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
3 intent.

4 **14.7 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
5 not unlawfully discriminate against any employee or applicant for employment, or recipient of
6 services, because of race, religious creed, color, national origin, ancestry, physical disability,
7 mental disability, medical condition, genetic information, marital status, sex, gender, gender
8 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
9 all applicable State of California and federal statutes and regulation.

10 **14.8 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of
12 performance of any continuing or other obligation of the Contractor and does not prohibit
13 enforcement by the County of any obligation on any other occasion.

14 **14.9 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
15 between the Contractor and the County with respect to the subject matter of this Agreement,
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
17 publications, and understandings of any nature unless those things are expressly included in
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
21 exhibits.

22 **14.10 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
23 create any rights or obligations for any person or entity except for the parties.

24 **14.11 Authorized Signature.** The Contractor represents and warrants to the County that:

25 (A) The Contractor is duly authorized and empowered to sign and perform its
26 obligations under this Agreement.
27
28

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
3 Contractor to the terms of this Agreement.

4 **14.12 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
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten 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
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of 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,
18 Part 2, 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),
21 paragraphs (1) through (5), and agrees that each other party may rely upon that
22 representation.

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

26 **14.13 Counterparts.** This Agreement may be signed in counterparts, each of which is an
27 original, and all of which together constitute this Agreement.

Agent for Service of Process. The Contractor represents to the County that the Contractor's agent for service of process in California, and that such agent's address for receiving such service of process in California, which information the Contractor shall maintain with the office of the California Secretary of State, is as follows:

1505 Corporation
Csc – Lawyers Incorporating Service
Becky Degeorge
2710 Gateway Oaks Drive,
Sacramento, Ca

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

[SIGNATURE PAGE FOLLOWS]

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

CENTRALSQUARE TECHNOLOGIES, LLC
Ron A Anderson
Ron A Anderson (Apr 19, 2024 17:04 EDT)

COUNTY OF FRESNO

Ron Anderson, Chief Sales Officer


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

1000 BUSINESS CENTER DRIVE
LAKE MARY, FL 32746-5585

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

By: 
Deputy

For accounting use only:

Org No.: 56201692
Account No.: 7309
Fund No.: 0001
Subclass No.: 10000

Exhibit A – Maintenance and Support

1 This Maintenance & Support Exhibit describes support and maintenance relating to
2 technical support that Contractor will provide to Customer during the Term of the
3 Agreement.

4 1. Product Updates and Releases

5 1.1. Software Version. "Software Version" means the base or core version of
6 the Software that contains significant new features and significant fixes and is available to
7 the Customer. Software Versions may occur as the Software architecture changes or as
8 new technologies are developed. The nomenclature used for updates and upgrades
9 consists of major, minor, build, and fix and these correspond to the following digit locations
10 of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major
11 release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
12 All Software Versions are provided and included as part of this Agreement.

13 1.2. Updates. From time-to-time Contractor may develop permanent fixes or
14 solutions to known problems or bugs in the Software and incorporate them in a formal
15 "Update" to the Software. If Customer is receiving technical support from Contractor on the
16 general release date for an Update, Contractor will provide the Customer with the Update
17 and related Documentation at no extra charge. Updates for custom configurations will be
18 agreed upon by the Parties and outlined in a Statement of Work or Change Order.

19 1.3. Releases. Customer shall agree to install and/or use any New or Major
20 Release within one year of being made available by Contractor to avoid or mitigate a
21 performance problem, ineligibility for Support and Maintenance Services or infringement
22 claim. All modifications, revisions and updates to the Software shall be furnished by means
23 of new Releases of the Software and shall be accompanied by updates to the
24 Documentation whenever Contractor determines, in its sole discretion, that such updates
25 are necessary.

26 2. Support

Exhibit A – Maintenance and Support

2.1. Contractor shall provide to Customer support via toll-free phone number 833-278-7877 or via the Contractor Support Portal. Contractor shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Contractor reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Contractor in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and Contractor agree that on-site services are necessary to diagnose or resolve the problem Contractor shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by Contractor or an act or omission of Contractor, then Customer shall pay for Contractor's investigation, travel, and related services in accordance with provided estimate. Customer must provide Contractor with such facilities, equipment and support as are reasonably necessary for Contractor to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via <https://support.centurysquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to Contractor's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on Contractor's website. Contractor's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

Contractor shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. Contractor shall have no support obligations with respect to any third-party

Exhibit A – Maintenance and Support

hardware or software product not licensed or sold to Customer by Contractor (“Nonqualified Product”). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with Contractor’s provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers’ specifications, and ensure that any problems reported to Contractor are not due to hardware malfunction;

5.3 For Contractor Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by Contractor for proper operation of the Software;

5.4 Supply Contractor with access to and use of all information and facilities reasonably determined to be necessary by Contractor to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by Contractor for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of Contractor posted on the Contractor website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer’s proprietary, confidential, and classified information contained within Customer Systems; and

Exhibit A – Maintenance and Support

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. Contractor will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function. Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.	
Priority 2 – Critical	A high-impact problem that disrupts the customer’s operation but there is capacity to remain productive and maintain necessary operations. Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.	
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function. Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.	
Non-Critical Priority 3 issues may also be reported via https://support.centurysquare.com/s/contact-us		

Exhibit A – Maintenance and Support

Priority 4 – Minor Cosmetic or documentation errors, including Customer technical questions or usability questions. Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.

Minor Priority 4 issues may also be reported via
<https://support.centurysquare.com/s/contact-us>

7. Exceptions. Contractor shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing Contractor from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where Contractor has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Contractor provides a continuous resolution effort until the issue is resolved. Contractor will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Exhibit A – Maintenance and Support

Priority Resolution Process Resolution Time

Priority 1 – Urgent Contractor will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System. Contractor will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system.

Contractor will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.

Priority 2 – Critical Contractor will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System. Contractor will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System.

Contractor will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.

Priority 3 – Non – Critical Contractor will provide a procedural or configuration workaround that allows the Customer to resolve the problem. Contractor will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and Contractor's User base. Priority 3 issues have priority scheduling in a subsequent release.

Priority 4 – Minor If Contractor determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable. Contractor will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

Exhibit A – Maintenance and Support

9. Non-Production Environments. Contractor will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. Development Work. Software support and maintenance does not include development work either (i) on software not licensed from Contractor or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. Contractor retains all intellectual property rights in development work performed and Customer may request consulting and development work from Contractor as a separate billable service.

12. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that Contractor will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, Contractor does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by Contractor will function for an indefinite period of time. Rather, Contractor and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in

Exhibit A – Maintenance and Support

response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies (“Contractor”) requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain Contractor products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication (“FIPS”) 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by Contractor.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from Contractor, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, Contractor’s support team will arrange a BeyondTrust session to establish the jump Customer.

Exhibit A – Maintenance and Support

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

Should an agency require support from Contractor, a call would be placed and/or a support ticket opened in the portal on the Contractor customer support website. Before accessing the agency's system and/or environment, the Contractor representative would send a notice of connection from the Contractor support portal instance. This notice can be sent to the individual at the agency that the Contractor representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The Contractor representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the Contractor representative sends a notice of disconnection from the Contractor support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from Contractor, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

Exhibit A – Maintenance and Support

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling Contractor to perform the necessary support functions.

Exhibit B

Compensation

The Contractor will be compensated for 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. **Fees.** The County agrees to pay all fees, costs, and other amounts as specified in each Order or SOW approved by County.

2. **Renewing Subscription, license, Maintenance, and Support Fees.** Base Annual Maintenance and Support fees for this Agreement shall not exceed the amount set out per-year as laid out in the table below unless additional services are requested by an additional Order or SOW.

Product	QTY	2/12/24 - 2/11/25	2/12/25 - 2/11/26	2/12/26 - 2/11/27	2/12/27 - 2/11/28	2/12/28 - 2/11/29
Enterprise CAD Server Software	1	\$5,915.38	\$6,211.15	\$6,521.71	\$6,847.80	\$7,190.19
Enterprise CAD Position (Multi-Agency Server Upgrade)	1	\$2,728.13	\$2,864.54	\$3,007.77	\$3,158.16	\$3,316.07
Enterprise CAD Position	11	\$40,979.79	\$43,028.78	\$45,180.22	\$47,439.23	\$49,811.19
Enterprise CAD Position	7	\$16,747.96	\$17,585.36	\$18,464.63	\$19,387.86	\$20,357.25
Enterprise CAD Position	6	\$18,038.42	\$18,940.34	\$19,887.36	\$20,881.73	\$21,925.82
Enterprise CAD Position	6	\$16,353.10	\$17,170.76	\$18,029.30	\$18,930.77	\$19,877.31
Enterprise CAD Position	3	\$11,327.34	\$11,893.71	\$12,488.40	\$13,112.82	\$13,768.46
Enterprise CAD Position	2	\$5,456.24	\$5,729.05	\$6,015.50	\$6,316.28	\$6,632.09
Standard EMD Integration (ProQA Integration)	16	\$1,535.46	\$1,612.23	\$1,692.84	\$1,777.48	\$1,866.35
Standard EMD Integration (ProQA Integration)	12	\$818.42	\$859.34	\$902.31	\$947.43	\$994.80
Standard EMD Integration (ProQA Integration)	7	\$837.39	\$879.26	\$923.22	\$969.38	\$1,017.85
Enterprise CAD Test or Training System (Add On) (Test Environment)	1	\$1,258.61	\$1,321.54	\$1,387.62	\$1,457.00	\$1,529.85
Enterprise CAD Test or Training System (Add On) (Training Environment)	1	\$2,517.18	\$2,643.04	\$2,775.19	\$2,913.95	\$3,059.65
Enterprise CAD Mapping	47	\$835.69	\$877.47	\$921.34	\$967.41	\$1,015.78
Enterprise CAD Mapping	7	\$837.39	\$879.26	\$923.22	\$969.38	\$1,017.85

Exhibit B

Enterprise CAD Integrated Solution (Interface to North Central Fire Protection District)	1	\$5,456.24	\$5,729.05	\$6,015.50	\$6,316.28	\$6,632.09
Enterprise CAD Integrated Solution (MST Interface Software)	1	\$1,573.24	\$1,651.90	\$1,734.50	\$1,821.23	\$1,912.29
Enterprise CAD Integrated Solution (Time Synch Interface Software)	1	\$881.02	\$925.07	\$971.32	\$1,019.89	\$1,070.88
Standard Alpha Numeric Paging Interface	1	\$1,132.74	\$1,189.38	\$1,248.85	\$1,311.29	\$1,376.85
Standard ANI/ALI Interface	1	\$1,573.24	\$1,651.90	\$1,734.50	\$1,821.23	\$1,912.29
Standard External Systems to Enterprise CAD Data Transfer – Permits (BioKey)	1	\$4,178.71	\$4,387.65	\$4,607.03	\$4,837.38	\$5,079.25
Standard External Systems to Enterprise CAD Data Transfer - Permits (Tiburon for Fresno City Fire)	1	\$4,509.60	\$4,735.08	\$4,971.83	\$5,220.42	\$5,481.44
Std Enterprise CAD to Enterprise CAD Advanced Interface (single side) (Zoll Rescue Net for Clovis City Fire)	1	\$5,571.63	\$5,850.21	\$6,142.72	\$6,449.86	\$6,772.35
Std Enterprise CAD to Enterprise CAD Basic Interface (single side) (Zetron Interface)	1	\$8,357.44	\$8,775.31	\$9,214.08	\$9,674.78	\$10,158.52
Enterprise CAD Position (VisiNet Browser Site License)	1	\$6,820.30	\$7,161.32	\$7,519.39	\$7,895.36	\$8,290.13
CentralSquare Message Switch	1	\$1,258.61	\$1,321.54	\$1,387.62	\$1,457.00	\$1,529.85
Enterprise CAD API - Customer	1	\$1,315.09	\$1,380.84	\$1,449.88	\$1,522.37	\$1,598.49
Enterprise CAD API - Customer (Raptor API)	1	\$751.60	\$789.18	\$828.64	\$870.07	\$913.57
Enterprise CAD Archive Server Software	1	\$5,456.24	\$5,729.05	\$6,015.50	\$6,316.28	\$6,632.09
Enterprise CAD Auto Dispatch	1	\$3,056.03	\$3,208.83	\$3,369.27	\$3,537.73	\$3,714.62

Exhibit B

Enterprise CAD Auto Dispatch (Dispatcher Rules Module)	1	\$682.02	\$716.12	\$751.93	\$789.53	\$829.01
Enterprise CAD Disaster Recovery System (Add On)	1	\$2,768.91	\$2,907.36	\$3,052.73	\$3,205.37	\$3,365.64
Enterprise CAD GeoFile Cross Reference Module	1	\$682.02	\$716.12	\$751.93	\$789.53	\$829.01
Enterprise CAD GISLink Utility Position (GIS Edit Utility License)	2	\$3,020.62	\$3,171.65	\$3,330.23	\$3,496.74	\$3,671.58
Enterprise CAD GISLink Utility Position (GIS Link for Response Area Polygons Import)	1	\$1,503.21	\$1,578.37	\$1,657.29	\$1,740.15	\$1,827.16
Enterprise CAD Quickest Path Module	1	\$4,092.17	\$4,296.78	\$4,511.62	\$4,737.20	\$4,974.06
Enterprise CAD Snapshot Module	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Enterprise CAD Standard Operating Procedure (SOP)	1	\$2,046.08	\$2,148.38	\$2,255.80	\$2,368.59	\$2,487.02
Enterprise CAD Unit Swap Module	1	\$751.60	\$789.18	\$828.64	\$870.07	\$913.57
Event Playback (GIS Playback) Module	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NCIC/State Message Switch Software - Enterprise CAD/Enterprise Mobile	1	\$6,820.30	\$7,161.32	\$7,519.39	\$7,895.36	\$8,290.13
NetClock Configuration	1	\$125.88	\$132.17	\$138.78	\$145.72	\$153.01
Enterprise Mobile AVL Only Device License	1	\$1,132.74	\$1,189.38	\$1,248.85	\$1,311.29	\$1,376.85
Enterprise Mobile Base Position	45	\$13,639.24	\$14,321.20	\$15,037.26	\$15,789.12	\$16,578.58
Enterprise Mobile Base Position	45	\$3,006.41	\$3,156.73	\$3,314.57	\$3,480.30	\$3,654.32
Enterprise Mobile Base Position	20	\$4,457.28	\$4,680.14	\$4,914.15	\$5,159.86	\$5,417.85
Enterprise Mobile Base Position	20	\$8,532.17	\$8,958.78	\$9,406.72	\$9,877.06	\$10,370.91
Enterprise Mobile Base Position	5	\$1,114.33	\$1,170.05	\$1,228.55	\$1,289.98	\$1,354.48
Enterprise Mobile Mapping	65	\$1,805.85	\$1,896.14	\$1,990.95	\$2,090.50	\$2,195.03
Enterprise Mobile Mapping	25	\$694.55	\$729.28	\$765.74	\$804.03	\$844.23

Exhibit B

Enterprise Mobile Mapping	45	\$1,803.85	\$1,894.04	\$1,988.74	\$2,088.18	\$2,192.59
		\$236,757.46	\$248,595.33	\$261,025.13	\$274,076.43	\$287,780.25
Enterprise CAD Routing Server	1	\$3,682.11	\$4,319.70	\$4,535.69	\$4,762.47	\$5,000.59
Enterprise CAD Routing Server - Test or Training System	1	\$1,104.45	\$1,295.70	\$1,360.49	\$1,428.51	\$1,499.94
Annual Total		\$241,544.02	\$254,210.73	\$266,921.31	\$280,267.41	\$294,280.78

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). These limits may be met through a combination of primary and umbrella/excess coverage. 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 adding 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.
- (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

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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) network security; (xvi) data breach response costs, including Security Breach response costs; (xvii) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xviii) 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 cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the, 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.
- (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.

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- (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.
- (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. 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

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 Director of Internal Services-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,

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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.

“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

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Person's, Use of that Personal Information.

(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

Exhibit E

Use of Personal Information under this Agreement does and shall at all times comply with all 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).

(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 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

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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 provide the County with the name and contact information for each 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 Monday-through-Friday during the business hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time, 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

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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 (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

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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 twelve (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) In order to confirm the Contractor's compliance with this Exhibit E, the Contractor shall provide, no less than once per calendar year, 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.

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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 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, 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.

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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 “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 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 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

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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.