AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE

THIS SUPPORT AGREEMENT, is for the term beginning July 1st, 2028 and terminating June 30, 2033 by and between the COUNTY OF FRESNO, hereinafter referred to as the "Customer" and MEGABYTE SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Rocklin, California 95677, hereinafter referred to as the "Contractor".

1. The Customer hereby engages the services of the Contractor, and the Contractor agrees to serve Customer in accordance with the terms and conditions set forth herein.

2. Work. Subject to the terms and conditions set forth in this agreement, Contractor shall provide the services described in Exhibit A (the "Support Services"), attached and by this reference incorporated herein.

3. Price. In consideration of Contractor's fulfillment of the promised work, Customer shall pay Contractor the amount set forth in Exhibit B, attached and by this reference incorporated herein. Support to Customer in excess of the terms of this agreement, as deemed necessary by Customer, will be billable to Customer at Contractor's standard hourly rate subject to advance written approval of Customer. If on-site support is required, travel time and expenses will be charged in addition to the hourly rate for work on-site.

4. Payments. Customer shall make payments of compensation hereunder monthly on submittal of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630 Sunset Blvd, Rocklin, California 95677, within 45 working days of receipt of the invoice. Invoices shall be submitted to:

   Auditor-Controller/Treasurer-Tax Collector
   County of Fresno Hall of Records, Room 105
   Attn: Administration
   2281 Tulare Street
   Fresno, CA 93721

   A. Maximum Compensation. The maximum compensation payable to Contractor under this Agreement is $3,162,622.56. Contractor acknowledges that Customer is a local government entity, and does so with notice that Customer's powers are limited by the California Constitution and by State law, and with notice that

Contractor may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. Contractor further acknowledges that Customer employees have no authority to pay Contractor except as expressly provided in this Agreement.

B. Expenses Relating to Services. Customer shall reimburse Contractor for all reasonable and necessary travel, lodging, and per diem expense incurred by Contractor and its employees in performing Contractor's obligations under this Agreement. Any reimbursement for travel costs is subject to the current County Travel Policy (Management Directive 500) and shall not exceed those amounts paid to the Customer's employees under such policy. Expenses Relating to Services have a cap of 5% of the total annual maintenance cost.

5. Audit by the California State Auditor. Contractor acknowledges that if the total compensation under this agreement is greater than $10,000.00, this Agreement is subject to the examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under this agreement.

6. Changes. Changes and modifications to this Agreement may only be made by written amendment signed by both parties or by prior written change order of Customer, accepted in writing by the Contractor, specifying such change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to by the parties hereto. In no case shall Customer pay for any extra work or material furnished except as previously agreed upon in such a written change order. The Contractor and the Customer shall determine whether any change or modification will cause a delay in Contractor completing all work and if so, the duration of such delay.

7. Customer's Responsibility. Customer shall comply with all requirements that apply to it under applicable laws and regulations, including laws and regulations governing intellectual property and data privacy. Customer will provide, at its own expense, access to Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds (Customer minimum of T1 or business DSL speed).

8. No Waiver by Customer. Inspection of the work by the Customer, or the statement by any officer, agent, or employee of the Customer, prior to written acceptance of the work or any part thereof, indicating that the work or any part thereof complies with the requirements of this Agreement, or the Customer's payment for the whole or any part of the work, or any combination of these acts, shall not relieve the Contractor of obligation to fulfill this Contract as prescribed. Waiver of any provision of this Agreement by the Customer in any single instance shall not prejudice Customer's right to enforcement of all provisions of this Agreement in any other instance.

9. Hold Harmless. The Contractor shall indemnify and hold harmless and defend the Customer, and its directors, officers, and employees from and against any and all liability, losses, damages, and expenses (including without limitation reasonable attorney's fees and costs) incurred by Customer, or its directors, officers, or employees which arise out of or relate to Contractor's breach of any provisions of this Agreement.

10. Data Protection

    A. Customer hereby acknowledges and agrees that in order to provide the Support Services, Customer may directly or indirectly provide, or Contractor will otherwise have access to and retain, confidential, non-public information (including personally identifiable information), statistics, metrics, and other data concerning Customer or Customer's clients or constituents (collectively, "Customer Data"). As between Customer and Contractor, Customer owns Customer Data and all Customer Data shall remain the property of Customer. Customer hereby grants to Contractor and its affiliates and subcontractors a right and license to use and process Customer Data to the extent reasonably necessary to (i) monitor, provide, administer, ensure the proper operation of, develop, improve, and modify the Support Services, (ii) develop and provide new and existing functionality and services to Customer and other Contractor customers, and (iii) perform Contractor's rights and obligations under this Agreement.

    B. Contractor shall not collect, retain, use, sell, or disclose Customer Data for any purpose (including for any commercial purpose) other than for the specific purposes set forth in this Agreement, unless otherwise required by law, and shall not use Customer Data for the purposes of conducting online/targeted behavioral advertising for Customer or any other third party. Contractor shall, at Customer's reasonable request, cease any unauthorized processing of Customer Data and grant Customer authorization to assess and remediate any such unauthorized processing. Except to the extent otherwise agreed to by Contractor in writing (and a

statement of work, order form, or similar documentation are acceptable forms of writing), Customer shall not provide Contractor with any unencrypted personally identifiable information that is considered sensitive (e.g., a social security number, driver's license number, financial account data, health data) as part of the Support Services or otherwise. If Customer violates provisions of the previous sentence by providing unencrypted personally identifiable information that is considered sensitive, Customer hereby releases Contractor from, and shall not hold Contractor liable for, any loss, damages, or harm Contractor incurs as a result of Customer's violation of this Section 10.

C. Cooperation; Assistance. Contractor shall provide reasonable assistance to Customer to enable Customer to comply with its obligations and responsibilities under any applicable privacy law, including with respect to providing access to, correcting, and deleting Customer Data. Contractor shall promptly notify Customer if Contractor receives a correspondence, inquiry, complaint, request, or demand concerning Contractor's use or processing of Customer Data.

11. Patent or Copyright Infringement.

A. Contractor represents that the materials and products produced under this Agreement do not violate others intellectual property rights (which include patent, copyright, trademark, trade secret or other proprietary right). In the event a claim, cause of action, proceeding or other legal action should arise in which there are claims that the materials and/or products infringe or violate another's intellectual property rights, Contractor shall undertake to protect, defend, settle or resolve the proceeding at no cost, whatsoever, to Customer, including, but not by way of limitation, legal fees, disbursements, judgments, or the like. Contractor shall protect, defend and indemnify and hold Customer harmless, subject only to Customer giving Contractor prompt written notice of any such third party claim, cause of action or proceedings and rendering to Contractor any reasonable information, assistance or access to documents and materials required in the defense of any such cause of action.

B. Should the materials and/or products in Contractor's opinion, be likely or become the subject of a claim of infringement of a patent, copyright or trademark, Contractor may do any of the following: (1) obtain a legally binding right for Customer to use, at no cost to Customer, the material and/or product; (2) replace or modify the material and/or product so that it is non-infringing yet still complies with the RFP and the Contract specifications; (3) repurchase the material and/or product by refunding all

moneys paid by Customer to Contractor for the material and/or product less depreciation and reasonable costs for use and such other amounts as are mutually agreeable to Customer and Contractor.

12. Title to Work. Upon termination of this agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to Customer. However, Customer shall receive, at no additional cost, a perpetual license to use such products for its own use.

13. Source Code. Contractor shall place source code for the licensed software and any changes thereto, into a software escrow account. Customer shall have access to the source code in the event Contractor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. Customer shall be able to use the source code according to the terms of this agreement, and must also be permitted to modify the code for its own use consistent with this agreement.

14. Insurance. Contractor shall maintain, at Contractor's own expense during the term of this Agreement, insurance with respect to Contractor's performance of this Agreement of the types and in the minimum amounts described generally as outlined in Exhibit C of this agreement.

15. Confidentiality.

    A. Contractor will hold all Customer Data in trust and confidence, and limit access to such Customer Data to only those individuals who have a business need for such access and undertake reasonable steps to ensure the reliability of all individuals who have access to such Customer Data. Contractor shall implement and maintain commercially reasonable technical and organizational security controls to protect and safeguard Customer Data from unauthorized use or disclosure, which shall include written policies describing its security controls and the relevant procedures and responsibilities of Contractor personnel who have access to Customer Data. Contractor shall designate a senior employee to be responsible for the overall management of Contractor's information security program. Upon cancellation or expiration of this Agreement, Contractor will return to Customer all written and descriptive matter which contains any such Customer Data.

B. Contractor shall, where legally required, notify Customer of any unauthorized access to or use of Customer Data when Contractor discovers the same. In such circumstances, Contractor shall provide timely information to Customer relating to such unauthorized access or use and promptly take reasonable steps to contain, investigate, and mitigate the same. Any action or notification taken by Contractor in accordance with this clause shall not be interpreted or construed, in any manner, as an admission of liability, wrongdoing, or fault. Contractor shall not be liable to Customer or any third party for damages, losses, or harm arising from any unauthorized access to or use of Customer Data, provided such damages, losses or harm are caused by an act or omission of County or a third party acting outside the control of Contractor, or by Customer's breach of this agreement.

16. Independent Contractor. Contractor shall perform this contract as an independent contractor for all purposes. Contractor is not, and shall not be deemed, a Customer employee for any purpose, including worker's compensation. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which the duties imposed on Contractor by this contract shall be performed; provided that Customer may monitor the work performed by Contractor; and provided further that Contractor shall observe and comply with all laws and rules applicable to County in performing the work. Contractor, not Customer, shall be responsible for Contractor's negligence and that of Contractor's agents and employees in performing the work. Contractor shall be entitled to none of the benefits accorded to a Customer employee. Customer shall not deduct or withhold any amounts whatsoever from the compensation paid to Contractor, including but not limited to amounts required to be withheld for state and federal taxes. Contractor alone shall be responsible for all such payments.

17. Termination. The Customer or Contractor may terminate this agreement with 60 days written notice.

18. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Rocklin, California 95677. Notices to the Customer shall be addressed to the County of Fresno, Auditor-Controller/Treasurer-Tax Collector, Hall of Records Room 105, Attn: Administration, 2281 Tulare Street, Fresno, CA 93721. Effective date of all notices shall permit a minimum of five (5) days for transit in the mail.

19. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures required by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810.)

20. Subcontractors. Customer hereby acknowledges and agrees that Contractor may use affiliates and subcontractors to assist with its provision of Support Services to Customer, provided Contractor executes with any such affiliates and subcontractors a written agreement that contains terms and conditions that are substantially similar to the terms and conditions set forth in this Agreement. Contractor shall undertake all reasonable efforts to ensure that any such affiliates and subcontractors can comply, and are in compliance, with the terms and conditions set forth in this agreement.

21. Feedback. Customer may voluntarily, but is not required to, provide Contractor and/or Contractor affiliates and subcontractors with ideas, suggestions, requests, recommendations or feedback about the Contractor's business operations, products, and services ("Feedback"). In circumstances where Customer provides Contractor and/or Contractor affiliates and subcontractors with such Feedback, Contractor shall own all rights, title and interest, including all intellectual property rights, in and to the Feedback, including any configurations and customizations thereof. Customer hereby represents and warrants to Contractor that it has all rights to provide any and all such Feedback to Contractor.

COUNTY OF FRESNO

_____
Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno

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

By: _____
Deputy

Date: _____

MEGABYTE SYSTEMS, INC(Contractor)

By: N. Betts
Nicholas M. Betts
President
Taxpayer Identification No. 77-0547969

Date: 03.04.2026

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for Customer's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Contractor personnel, except for in the event that Contractor personnel instructed County personnel to make such change.
- New State mandated change to the application for changes in applicable statutes. Contractor shall give Customer the opportunity to participate in the decision making process for changes necessary to comply with State law. Contractor acknowledges that Contractor is not a lawyer or a law firm, and that there is no attorney-client relationship between Contractor and Customer, and Contractor may not provide legal advice to the Customer regarding legal compliance.
- Enhancements/Upgrades to the application software at the discretion of Contractor.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
    - Web training classes
    - Training materials will be posted on the Contractor website
    - Some sessions may be offered in house for detailed hands-on training at no cost for the session (Customer will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate Customer off-hour support if desired:
    - Contractor will optionally offer (based on Customer needs) roll turnover/rollover of scheduled jobs leaving reports out at the Customer (balancing/review is the responsibility of Customer)
    - Contractor will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
    - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Contractor if requested by the Customer. Primary backup of the 601 roll and related system backups are Customer responsibilities.
    - Assistance with balancing property and tax assessment programs.
    - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to Customer or Contractor actions. However, Customer is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by Customer failure to update base assessment data will be a billable item to the Customer.

Customer will provide, at it's own expense, access to Contractor via Contractor network or high-speed internet connection.

Customer shall provide Contractor full administrator rights (SA) to the application servers and associated databases, as well as 24-hour VPN and BTPAM access, to enable timely support of

the MPTS, including after-hours batch jobs, monthly and annual processing, and any urgent issues regarding immediate remediation.

SQL server database support services

Contractor will provide the following SQL server database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be approved in advance by Customer personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Contractor upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the Customer. Contractor will install it and do any necessary property system upgrades). Contractor and Customer shall mutually agree on the timing of any SQL Server upgrades, however, the parties acknowledge that the SQL Server version must be in active support by Microsoft.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Contractor, then this activity will be billable to the Customer).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

Customer shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- Monitor disk space on servers hosting the MPTS system.
- MPTS database and application server backups.
- Resolve network problems impacting system connectivity or performance.
- Address software or hardware conflicts within the Customer infrastructure that may affect the MPTS system.
- Install SQL Server service packs when notified to do so by Contractor.
- Install MPTS service packs when notified to do so by Contractor.

If on-site support is required travel time and expenses will be billable to Customer at the standard rate for Contractor.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount	Annual Cost
7/1/2028 – 6/30/2029	MPTS Property Tax System Maintenance/Support	$45,425.00 per month	$ 545,100.00
7/1/2029 – 6/30/2030	MPTS Property Tax System Maintenance/Support	$47,696.25 per month	$ 572,355.00
7/1/2030 – 6/30/2031	MPTS Property Tax System Maintenance/Support	$50,081.06 per month	$ 600,972.72
7/1/2031 – 6/30/2032	MPTS Property Tax System Maintenance/Support	$52,585.11 per month	$ 631,021.32
7/1/2032 – 6/30/2033	MPTS Property Tax System Maintenance/Support	$55,214.37 per month	$ 662,572.44
Total of first 3 years with two optional 1-year extensions			$3,012,021.48
Expenses Relating to Services (5%)			$ 150,601.08
Maximum Amount Compensation			$3,162,622.56

COMPENSATION FOR EXTRA SERVICES

Customer shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM PST or on weekends or holidays, with a four-hour minimum:

   $175.00 per hour

2. On-site support, with a four-hour minimum, including time in transit.

   $175.00 per hour

3. Travel expenses: At actual cost in accordance with Customer's current travel expense policy.

EXHIBIT C

INSURANCE REQUIREMENTS

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

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the Customer is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(C) **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.

(D) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

(E) **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.

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 Section 10 of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. **Additional Requirements**

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the Customer's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Assessor Recorder, Attention: Business Manager, 2281 Tulare Street, Room 201, Fresno, California 93721, or email MDhaliwal@fresnocountyca.gov, 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 the insurance coverage has been obtained and is in full force.

(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 Customer shall be excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the Customer, or ensure that the policy requires the insurer to provide to the Customer, 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 Customer 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 Customer not less than 30 days in advance of cancellation or change. The Customer in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **Customer's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the Customer requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the Customer's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the Customer, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that

waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **Customer'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 Customer may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The Customer may offset such charges against any amounts owed by the Customer to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors

For accounting use only:

Org No: 0410

Subclass: 10000

Account: 8500, 7295

Program: 92108, 0

Fund: 0001

Org No: 0420

Subclass: 10000

Account: 7295

Program: 0

Fund: 0001