

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated January 27, 2026 and is between Just Appraised Inc., an out of state Delaware Corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

The Contractor provides one or more software-as-a-service applications designed to facilitate document processing (collectively, the "Platform"). The Contractor also provides support and maintenance services related to its platform, and may offer consulting, implementation and other professional services.

The County's Assessor-Recorder's Office wishes to utilize the Platform and related services as provided herein. Following the suspension of competition procedures, the County has elected to enter into an agreement with the Contractor.

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, titled "Scope of Services."

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.

Article 2

Contractor's and County's Responsibilities

2.1 In consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

2.2 PLATFORM ACCESS

A. Subject to the terms and conditions of this Agreement, Contractor hereby grants County and its Users a non-exclusive, non-transferable (except for permitted assignments under 2.8) right, during the Term (as defined in Article 4 and Exhibit B), to access and use the Platform solely for County's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of County who is authorized to use the Platform and has been supplied a user identification and password by County (or by Contractor at County's request).

B. As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit B, or other ordering document detailing the County's access to the Platform and any associated fees therefore and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by County), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

C. As part of the registration process, County will identify an administrative user name and password for County's Contractor account. Contractor reserves the right to refuse registration of, or cancel passwords it deems inappropriate. County may only allow that number of Users as is specified in the applicable Order Forms(s) to use the Platform at any one time. County acknowledges that Contractor may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. County is responsible for all activities that occur under County's User accounts. County shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Contractor of any known unauthorized use. County will ensure that (a) all Users given access to the Platform have the right to access the information and County Data made accessible to them by County through the Platform and (b) any User granting Contractor access to any County Data has the right and authority to grant such access.

2.3 SUPPORT AND PROFESSIONAL SERVICES

A. Subject to the terms hereof, Contractor will provide County with reasonable technical support services in accordance with the Contractor's standard practice.

B. In connection with County's use of the Platform, Contractor and County may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Contractor (collectively the "Professional Services"). County agrees to provide Contractor with any required County materials needed for Contractor to perform the Professional Services, and hereby grants Contractor a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Contractor to perform the Professional Services. Contractor will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and County agrees to cooperate in good faith to allow Contractor to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by County or by a third party outside of Contractor's control, any projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Contractor retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for County, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to County during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Contractor hereby grants to County and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 2.8), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with County's use of the Platform. County may not copy, modify, or otherwise create derivative works of any Deliverables without Contractor's prior written consent in each case.

2.4 RESTRICTIONS

A. County and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Contractor or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Contractor's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Contractor IP (as defined below).

B. Further, County may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial

software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

C. County represents, covenants, and warrants that County will use the Platform only in compliance with Contractor's standard published policies then in effect (the "Policy") and all applicable laws and regulations. County hereby agrees to indemnify and hold harmless Contractor against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from County's use of Platform. Although Contractor has no obligation to monitor County's use of the Platform, Contractor may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

D. County shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). County shall also be responsible for maintaining the security of the Equipment, County account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of County account or the Equipment with or without County's knowledge or consent.

2.5 CONFIDENTIALITY; PROPRIETARY RIGHTS; DATA SECURITY

A. The County and the Contractor may have access to information that the other considers to be a trade secret as defined in California Government Code section 7924.510(f). Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party

1 agrees that the foregoing shall not apply with respect to any information following the disclosure
2 thereof or any information that the Receiving Party can document (a) is or becomes generally
3 available to the public, or (b) was in its possession or known by it prior to receipt from the
4 Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was
5 independently developed without use of any Proprietary Information of the Disclosing Party or
6 (e) is required to be disclosed by law.

7 B. During the Term, County will provide, or otherwise make available, to Contractor the
8 County Data. As used herein, "County Data" means all data and other information that is
9 provided to Contractor through County's use of the Platform or is otherwise made available to
10 Contractor by County (or at the direction of County). County Data may be provided or made
11 available to Contractor directly by County or indirectly by authorizing County's third-party
12 vendors to provide such County Data to Contractor. County retains all right, title, and interest in
13 and to the County Data, whether past, present, or future. County Data is and shall remain the
14 sole and exclusive property of the County. County hereby grants to Contractor a non-exclusive,
15 non-transferable, non-sublicensable, royalty-free, paid-up, revocable, perpetual license to use,
16 copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of
17 the County Data solely for the purposes of (i) providing the Platform and Professional Services
18 to County, and (ii) to improve and develop the Platform and Professional Services. Contractor
19 shall not sell, license, or otherwise disclose County Data to third parties for commercial
20 purposes unrelated to the provision of services to County. County represents and warrants that
21 it has all necessary rights, consents, approvals and authorizations to collect, process, disclose,
22 license, use and give Contractor access to the County Data as contemplated by this Agreement.
23 The Contractor shall not disclose the County's data except to any third parties as necessary to
24 operate the Contractor's Platform and Professional Services. Upon termination of the
25 Agreement, or upon a Party's request, each Party shall return to the other all Information of the
26 other in its possession. All provisions of the Agreement relating to confidentiality, ownership,
27 and limitations of liability shall survive the termination of the Agreement. All services performed
28 by the Contractor shall be in strict conformance with all applicable Federal, State of California,

1 and/or local laws and regulations relating to confidentiality, including but not limited to, California
2 Civil Code, California Welfare and Institutions Code, California Health and Safety Code,
3 California Code of Regulations, and the Code of Federal Regulations.

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

13 D. Contractor shall own and retain all right, title and interest in and to (a) the Platform and
14 Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all
15 Professional Services IP, (c) any data that is based on or derived from the County Data
16 (including derivative works of the County Data), and (d) all intellectual property rights related to
17 any of the foregoing (collectively, the "Contractor IP"). For clarity, any such derived data shall
18 not be sold or licensed to third parties in a manner that reveals or monetizes the County Data.

19 E. Notwithstanding anything to the contrary, the Contractor shall have the right to collect and
20 analyze data and other information relating to the provision, use and performance of various
21 aspects of the Platform and Professional Services rendered to County and related systems and
22 technologies (including, County Data and data derived therefrom), and Contractor will be free
23 (during and after the Term as applicable) to use and disclose anonymized and aggregated
24 information and data (a) to improve and enhance the Platform, and (b) for other development,
25 improvement, diagnostic and corrective purposes in connection with providing the Platform and
26 other Contractor offerings to County and to third parties. Such use shall not include the sale or
27 licensing of County Data, or any derivative thereof, in a form that could reasonably be used to
28 identify or re-identify the County or its constituents

1 F. During the Term, County may provide Contractor with feedback concerning the Platform
2 and/or Professional Services, or County may provide Contractor with other comments and
3 suggestions for new products, features, or improvements (collectively, "Feedback"). County
4 acknowledges that Contractor will own all right, title, and interest in and to the Feedback, and
5 County hereby irrevocably transfers and assigns to Contractor all of its right, title and interest in
6 such Feedback, including all intellectual property rights therein. At Contractor's request and
7 expense, County agrees to execute documents or take such further actions as Contractor may
8 reasonably request to help Contractor acquire, perfect, and maintain its rights in the Feedback.
9 All Feedback provided by County to Contractor shall be provided on an "as is" basis with no
10 warranty. For the sake of clarity, County is not obligated to provide Contractor with any
11 Feedback under this Agreement. Notwithstanding the foregoing, Feedback shall not include any
12 County Data, and nothing in this Section shall be construed to transfer or diminish the County's
13 ownership rights in County Data.

14 2.6. **WARRANTY AND DISCLAIMER**

15 Contractor shall use reasonable efforts consistent with prevailing industry standards to
16 maintain the Platform in a manner which minimizes errors and interruptions in the Platform and
17 shall perform the Professional Services in a professional and workmanlike manner. The
18 Platform may be temporarily unavailable for scheduled maintenance or for unscheduled
19 emergency maintenance, either by Contractor or by third-party providers, or because of other
20 causes beyond Contractor's reasonable control, but Contractor shall use reasonable efforts to
21 provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER,
22 CONTRACTOR DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED
23 OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT
24 MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET
25 FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE
26 PROVIDED "AS IS" AND CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR
27 IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF
28

1 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-
2 INFRINGEMENT.

3 **2.7. LIMITATION OF LIABILITY**

4 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY
5 OF A PERSON, CONTRACTOR AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO
6 ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES,
7 REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE
8 OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR
9 TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE,
10 STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR
11 FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT
12 OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B)
13 FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL
14 DAMAGES; (C) FOR ANY MATTER BEYOND CONTRACTOR'S REASONABLE CONTROL;
15 OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL
16 OTHER CLAIMS, EXCEED THE FEES PAID BY COUNTY TO CONTRACTOR FOR THE
17 PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT
18 GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT CONTRACTOR HAS
19 BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20 **2.8. MISCELLANEOUS**

21 If any provision of this Agreement is found to be unenforceable or invalid, that provision will
22 be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise
23 remain in full force and effect and enforceable. This Agreement is not assignable, transferable
24 or sublicensable by County except with Contractor's prior written consent. Contractor may not
25 transfer or assign any of its rights or obligations under this Agreement without the prior written
26 consent of County; provided, however, that such consent shall not be unreasonably withheld,
27 conditioned, or delayed. Contractor shall provide notice of any proposed assignment by certified
28 mail, and County shall respond by certified mail within thirty (30) days of receipt of such notice.

1 Failure by County to respond within such thirty (30) day period shall be deemed approval of the
2 proposed assignment. This Agreement is the complete and exclusive statement of the mutual
3 understanding of the parties and supersedes and cancels all previous written and oral
4 agreements, communications and other understandings relating to the subject matter of this
5 Agreement, and that all waivers and modifications must be in a writing signed by both parties,
6 except as otherwise provided herein. No agency, partnership, joint venture, or employment is
7 created as a result of this Agreement and County does not have any authority of any kind to
8 bind Contractor in any respect whatsoever. In any action or proceeding to enforce rights under
9 this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All
10 notices under this Agreement will be in writing and will be deemed to have been duly given
11 when received, if personally delivered; when receipt is electronically confirmed, if transmitted by
12 facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight
13 delivery service; and upon receipt, if sent by certified or registered mail, return receipt
14 requested. This Agreement shall be governed by the laws of the state of California without
15 regard to its conflict of laws provisions. County agrees to reasonably cooperate with Contractor
16 to serve as a reference account upon request. Contractor shall have the right to display
17 County's name and logo on Contractor's website(s). In the event of a conflict between this
18 Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall
19 be no force or effect to any different terms of any related purchase order or similar form even if
20 signed by the parties after the date hereof.

21 22 **Article 3**

23 **Compensation, Invoices, and Payments**

24 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
25 the performance of its services under this Agreement as described in Exhibit B to this
26 Agreement, titled "Compensation."

27 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
28 under this Agreement is \$528,198 for the initial three-year term of the Agreement. In the event

1 this Agreement is extended for its first optional one-year term extension (Year 4), the total
2 compensation payable to the Contractor under this Agreement is \$689,108. In the event this
3 Agreement is extended for its final optional one-year extension (Year 5), the total compensation
4 payable to the Contractor under this Agreement is \$858,064. The Contractor acknowledges
5 that the County is a local government entity, and does so with notice that the County's powers
6 are limited by the California Constitution and by State law, and with notice that the Contractor
7 may receive compensation under this Agreement only for services performed according to the
8 terms of this Agreement and while this Agreement is in effect, and subject to the maximum
9 amount payable under this section. The Contractor further acknowledges that County
10 employees have no authority to pay the Contractor except as expressly provided in this
11 Agreement.

12 **3.3 Invoices.** License Fees (as defined in the applicable Order Form in Exhibit B) will be
13 invoiced annually promptly following the start of Term One (as defined in the applicable Order
14 Form in Exhibit B) and at the start of each subsequent Term, and such invoices will be paid in
15 accordance with Section 3.4 below. Unless an Order Form of SOW provides otherwise, any
16 initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional
17 Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the
18 signature of the applicable Order Form and/or SOW and will be paid in accordance with Section
19 3.4 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance
20 with the applicable Order Form and/or SOW. If County's use of the Platform exceeds the
21 Service Capacity set forth on the Order Form or otherwise requires the payment of additional
22 fees (per the terms of this Agreement), County shall be billed for such usage and County agrees
23 to pay the additional fees in the manner provided herein, provided the amount billed does not
24 exceed the maximum compensation amount outlined in Section 3.2. The Contractor shall submit
25 invoices annually and upfront to County of Fresno, Assessor-Recorder, Attention: Business
26 Manager, 2281 Tulare St, Room 201, Fresno, CA 93721. The Contractor shall submit each
27 invoice no later than 60 days after the end of the term or termination of this Agreement.
28

3.4 **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. Unpaid amounts may result in immediate termination of Service. County shall be responsible for all taxes associated with Platform other than U.S. taxes based on Contractor's net income.

3.5 **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.

3.6 **Incorrect Billing.** If County believes that Company has billed County incorrectly, County must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Contractor's County support department.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on the date the parties sign this Agreement and terminates on three years from the effective date, 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, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Assessor-Recorder 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:

Assessor-Recorder
Attn: Business Manager
County of Fresno
2281 Tulare Street Room 201
Fresno, CA 93721
Assessor_Admin@fresnocountyca.gov

For the Contractor:

Travis Noll
Just Appraised Inc.
2261 Market Street #4074
San Francisco, CA 94114
finance@justappraised.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 telephonic facsimile transmission or 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 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.

6.4 **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.

Article 7

Independent Contractor

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

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

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

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

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to

1 the performance or failure to perform by the Contractor (or any of its officers, agents,
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or
4 defend the County.

5 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

6 **Article 9**

7 **Insurance**

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

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
13 the County may examine with five (5) business day's notice during business hours no more than
14 twice annually, all of the Contractor's records and data with respect to the matters covered by
15 this Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
16 request by the County, permit the County to audit and inspect all of such records and data to
17 ensure the Contractor's compliance with the terms of this Agreement, subject to Contractor's
18 confidentiality obligations to third parties and excluding trade secrets, proprietary algorithms, or
19 materials unrelated to this Agreement. All such inspection shall be at County's sole expense.

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

25 10.3 **Public Records.** The County is not limited in any manner with respect to its public
26 disclosure of this Agreement or any record or data that the Contractor may provide to the
27 County. The County's public disclosure of this Agreement or any record or data that the
28 Contractor may provide to the County may include but is not limited to the following:

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

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

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

11 (D) This Agreement, and any record or data that the Contractor may provide to the
12 County, is subject to public disclosure as a public record under the California Public
13 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
14 with section 6250) ("CPRA").

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

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

23 **10.4 Public Records Act Requests.** If the County receives a written or oral request
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
25 and which the County has a right, under any provision of this Agreement or applicable law, to
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the
27 County, for purposes of public disclosure, the requested records that may be in the possession
28 or control of the Contractor. Within ten (10) business days after the County's demand, the

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

Article 11

Disclosure of Self-Dealing Transactions

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

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

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

1 **Article 12**

2 **General Terms**

3 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
4 Agreement may not be modified, and no waiver is effective, except by written agreement signed
5 by both parties. The Contractor acknowledges that County employees have no authority to
6 modify this Agreement except as expressly provided in this Agreement.

7 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
8 under this Agreement without the prior written consent of the other party.

9 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
10 or related to this Agreement.

11 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
12 County, California. Contractor consents to California jurisdiction for actions arising from or
13 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
14 brought and maintained in Fresno County.

15 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
16 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
17 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
18 against either party.

19 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

20 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
21 only and are not part of this Agreement.

22 12.8 **Severability.** If anything in this Agreement is found by a court of competent
23 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
24 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
25 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
26 intent.

27 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
28 not unlawfully discriminate against any employee or applicant for employment, or recipient of

1 services, because of race, religious creed, color, national origin, ancestry, physical disability,
2 mental disability, medical condition, genetic information, marital status, sex, gender, gender
3 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
4 all applicable State of California and federal statutes and regulation.

5 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
6 of the Contractor under this Agreement on any one or more occasions is not a waiver of
7 performance of any continuing or other obligation of the Contractor and does not prohibit
8 enforcement by the County of any obligation on any other occasion.

9 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
10 between the Contractor and the County with respect to the subject matter of this Agreement,
11 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
12 publications, and understandings of any nature unless those things are expressly included in
13 this Agreement. If there is any inconsistency between the terms of this Agreement without its
14 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
15 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
16 exhibits.

17 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
18 create any rights or obligations for any person or entity except for the parties.

19 12.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

25 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
26 electronic signature as provided in this section.

27 (A) An "electronic signature" means any symbol or process intended by an individual
28 signing this Agreement to represent their signature, including but not limited to (1) a

1 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
2 electronically scanned and transmitted (for example by PDF document) version of an
3 original handwritten signature.

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

9 (C) The provisions of this section satisfy the requirements of Civil Code section
10 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
11 Part 2, Title 2.5, beginning with section 1633.1).

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

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

19 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
20 original, and all of which together constitute this Agreement.

21 12.16 **Agent for Service of Process.** The Contractor represents to the County that the
22 Contractor's agent for service of process in California, and that such agent's address for
23 receiving such service of process in California, which information the Contractor shall maintain
24 with the office of the California Secretary of State, is as follows:

25 Just Appraised Inc.
26 2261 Market Street #4074
27 San Francisco, CA 94114
28 finance@justappraised.com

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


1 changes its address for receiving such service of process in California, which changed
2 information the Contractor shall maintain with the office of the California Secretary of State, the
3 Contractor shall give the County written notice thereof within five calendar days thereof pursuant
4 to Article 5.

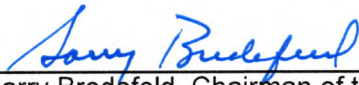
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The parties are signing this Agreement on the date stated in the introductory clause.

JUST APPRAISED INC.

COUNTY OF FRESNO


Travis Noll, Chief Operating Officer


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

2261 Market Street #4074
San Francisco, CA 94114

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

By: 
Deputy

For accounting use only:

Org No.: 04200100
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

SOFTWARE AS A SERVICE (SAAS) SERVICES STATEMENT OF WORK (DEEDS)

This Statement of Work ("Statement of Work" or "SOW") is entered into by and between County and Contractor pursuant to the terms and conditions of the Agreement. This SOW shall be subject to the terms and conditions of the Agreement and is hereby incorporated by reference into the Agreement. Capitalized terms used but not defined in this SOW have the same meanings as provided in the Agreement. County and Contractor are sometimes referred to herein each individually as a "Party" and collectively as the "Parties."

Pursuant to the terms and conditions of the Agreement, and for good and valuable consideration, the adequacy and receipt of which are acknowledged by the Parties, the Parties agree as follows:

1. GENERAL TERMS AND DEFINITIONS

1.1 Contact Information.

Contractor (Just Appraised Inc.): 2261 Market Street #4074, San Francisco, CA 94114

County (Fresno County, CA): 2281 Tulare St., Fresno, CA 93721

1.2 Service Location Information. Contractor will perform the Professional Services remotely.

1.3 CAMA System: the main system of record used by County, where property ownership records are maintained. County uses an in-house built system that utilizes Mainframe technology.

1.4 Clerk/Recorder/Registrar System: the main system of record used by County's Clerk/Recorder/Registrar, where official records are maintained. Clerk/Recorder/Registrar uses Tyler Eagle Recorder.

1.5 Additional terms and definitions relevant to the technical scope of this Agreement shall be as specified in Exhibit E, as determined by the County

2. SCOPE OF SERVICES

2.1 Overview.

Contractor will work with County to provision Contractor's Transfer of Ownership application ("Platform") for County's Property Tax Deeds Department.

Within this Statement of Work, Contractor will work with County to:

- Introduce and train functional users on the Platform
- Satisfy technical requirements needed to develop, configure and deploy the Platform
- Understand County's needs and identify any configurations
- Review configurations with County, conduct User Acceptance Testing, and complete the roll out of the application

2.2 Data Exchange Mechanisms.

Exhibit A

The following ongoing data exchange mechanisms are covered under this Statement of Work:

#	Item	Agreed Upon Method
1	Recorded document image access from the Clerk	Contractor will access recorded documents through Laserfiche's API. County will provide the credentials and endpoints needed to enable the integration with Laserfiche.
2	Transfer of full parcel and ownership data from CAMA System to Contractor	County will provide CAMA export files via SFTP or another secure transfer method (preferred), or County will set up or leverage an existing CICS (County Information Control System) program to allow Contractor to perform read operations on their VSAM system using a Python-based service with a CICS integration library to read the data and produce tabular data to be processed into the Contractor Platform.
3	Transfer of data for a single deed's transfer information from Contractor to CAMA System	Contractor will use a Python-based service leveraging an asynchronous Telnet protocol library to automate scripted input of parcel and ownership data into the County's mainframe system through its Telnet-based console interface.

County agrees to the above methods. Substantial changes to scope beyond what is described in this section will require Contractor review and may require an amendment to this Statement of Work along with additional fees and/or changes to implementation timeline.

County shall provide a name and point of contact from CAMA System Provider at the request of Contractor.

2.3 Document Data Extraction

Contractor's Platform automates data extraction from scanned images of deeds documents and affidavits of heirship. Extraction of data from scanned images of other document types (e.g. Divorce Decrees, Death Certificates, Orders, Judgments, Probates, etc.) is out of scope of this Statement of Work, though Platform is able to classify and route these other document types for review by County staff.

Extracted data and flags will include only:

Deed Fields

Parcel Match Instrument number Doc Stamp Amount Sale Price All Grantee Names One Grantee Address	Recorded Date Sale Date Book Page Document Type	Metes/Bounds Flag Multi-Parcel Flag Joint Tenancy Flag Tenants in Common Flag Life Estate Flag Partial Interest Flag
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PCOR Fields:

Exhibit A

Total Purchase Price	Mailing Address	Transfer Type
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2.4 Launch Phases & Timelines.

Completion dates and milestones are contingent on County's i) timely and substantive participation in all activities described, ii) timely provision of access to all systems and databases as requested, and iii) access to qualified, authorized personnel who can provide all necessary guidance to Contractor's implementation team with respect to workflows and requirements. Substantial changes to scope beyond what is described in this section will require Contractor review and may require an amendment to this SOW along with additional fees and/or changes to implementation timeline.

2.4.i Kickoff Phase.

Key milestones for the kickoff phase include:

- Holding a kickoff meeting (attendees: Deeds Manager, Deeds User, Mapping Manager, IT Representative, Clerk's Office Representative, Contractor launch team). Agenda:
 - Meet key stakeholders
 - Discuss objectives for Platform
 - Discuss County systems and how Platform will integrate with County systems:
 - Deeds access: the attendance of a representative from the Clerk's Office or Clerk Vendor will greatly assist a successful launch
 - IT access: system architecture, IP addresses, permissions
 - Computer-Assisted Mass Appraisal ("CAMA") system
 - Discuss timeline and milestones
- Deeds process discussion and access (attendees: Deeds Manager, Deeds User, Mapping Manager, Contractor launch team). Agenda:
 - Review agreed upon Deed Access method (per Section 2.2)
 - Understand how deeds documents are routed
 - Understand which stakeholders are involved at each step in deeds processing
 - Obtain access to deed images
- CAMA system access
 - Review agreed upon CAMA system access method (per Section 2.2)
 - Obtain access to CAMA based on agreed upon methods
- IT access requirements
 - Review agreed upon IT requirements (per Section 3)
 - Obtain IT requirements

2.4.ii Launch Phase.

The key activities for the launch phase include:

1. Design- The purpose of design is to understand the County's current workflow and requirements in order to design a solution that satisfies those business requirements in the Platform. Some of the discovery activities include:
 - County conducting a CAMA system walkthrough with Contractor to understand how deeds data is handled within County systems (e.g. how are names formatted).
 - Business rules conversation to understand how deeds data is handled within County systems (e.g. how are names formatted)

Exhibit A

- Creation and County approval of a solutions document to conclude discovery. The solutions document will describe:
 - County's existing deeds process
 - How County's deeds workflow will be automated in Platform, including detailed descriptions of data types, fields, and configurations (including specific document types to be filtered out or displayed using "Data Extract" / "No Data Extract" workflows)
- Note: Routing and extraction are described in more depth in Section 2.3
 - Extracted data and flags per Section 2.3
 - How Platform output will be reflected in County's CAMA system database
- Note: Limitations on what Contractor can update in CAMA System are specified in Section 2.5
- 2. Build - during this step of the launch phase, all the integrations will be developed as well as the configuration of Platform in accordance with the County approved solutions document. Other activities in this step are:
 - External Design Review meeting:
 - Present configurations to Platform per approved solutions document
 - Gather feedback from County stakeholders
 - Contractor to iterate on configurations to Platform as needed
 - Deed uploads into the Sandbox/Testing environment
- 3. Advanced User Training - Training on the Platform.
- 4. Technical Internal Testing - the purpose of technical internal testing is for the Solutions Engineer ("SE") to ensure that the Platform is functioning properly from a technical perspective and is in a state of readiness for User Acceptance Testing ("UAT").
 - Activate Platform integration to County CAMA system
 - Test Platform workflows with data from County CAMA system
- 5. UAT - the purpose of UAT is for the day-to-day functional users to confirm the system is configured as per the requirements gathered during the design phase and documented in the solutions document.
 - County works through test cases provided by SE, documenting results
 - County to indicate final acceptance of Platform as implemented for County's workflow

2.4 iii Go Live

Go-Live - Launch of Platform for use with live data to conclude the launch phase. Contractor will conduct:

- Review of CAMA database updates to confirm Platform is working per solutions document
- Daily check-in meetings with County users of the Platform for 1-2 weeks after launch
- Introduction to Support, and handoff to County Success Manager (CSM) if applicable

2.5 Scope Limitations

The following are not included in the scope of this Statement of Work:

- Extraction of data from any document types not explicitly listed in Section 2.3 is out of scope
- Extraction, from deed documents, of any data fields not explicitly listed in Section 2.3 is out of scope
- Triggering actions within County's CAMA system (e.g. generate mailing letters, recalculate) is out of scope
- Updating additional systems apart from County's primary CAMA system is out of scope
- Conversion to a new CAMA system (should County require assistance, a Change Order can be requested) is out of scope
- Static IP Addresses for outbound connections from County network to Contractor API and SFTP site are out of scope
- Single Sign On capabilities are out of scope
- Integration with Laserfiche pushing extracted data into Laserfiche is not in scope. Pulling documents out of Laserfiche is included in scope.

3. TECHNICAL REQUIREMENTS

3.1 Requirements

Exhibit A

This SOW includes an integration into County's CAMA system. In general, Contractor requires access to a pre-production or "test" CAMA environment for testing prior to deploying Platform in a CAMA production environment, in addition to access to the production CAMA environment. The following are required to successfully execute the integration:

- Provisioning of virtual servers for Contractor to install integration services
- On-premise access to County's network to the provisioned virtual servers
- Ability to install deployment managers (e.g. NinjaOne), log collectors (e.g. Sumologic). Remote deployment technology is a critical part of Contractor's ability to offer low prices to County. Should County or County IT decline to allow Contractor to install remote deployment technologies, Contractor retains the right to increase the annual fees associated with this Statement of Work
- Credentials to enable the Create, Read, Update, Delete operations on County's VSAM system.
- Ability to access County's CAMA system (VSAM datasets) via CICS transactions or other County-approved mainframe access methods.
- Ability to conduct trace or audit logging (e.g., SMF, CICS trace, transaction audit logs) to correlate UI activity with data-level changes
- Ability to access County's CAMA system (VSAM datasets) via CICS transactions or other County-approved mainframe access methods.
- Ability to connect to Just Appraised SFTP site from on-premise servers over port 22
- Ability to connect to Just Appraised API endpoints from on-premise servers over port 443

Note: Platform requires connections to tools to: provide client-side analytics (e.g. user bounce rate, etc.), monitor Platform performance (e.g. page load time, etc.), monitor errors (e.g. automatically identify specific information about bugs, etc.), and manage logs. These tools may include externally-hosted industry-standard services.

4. CHANGE MANAGEMENT

Both Contractor and County must be committed to the project scope and timeline to ensure the successful delivery of the effort outlined in this SOW. The Contractor will make reasonable accommodations to the County's needs. County change requests are subject to Contractor review and approval before execution. Approved change requests that are considered outside the scope of this SOW will be delivered based on the availability of Contractor resources. Depending on the scope of the change request, it may not be completed during the duration of the project baseline timeline indicated in this SOW.

5. FEES AND PAYMENT

As consideration for the Professional Services provided by Contractor under this SOW, County shall pay Contractor the Professional Services Fees specified in the Order Form as defined in section 2.2 of the Agreement. Such fees shall be invoiced and paid in accordance with Exhibit B of the Agreement.

6. SOW TERM

The term of this SOW begins on the on the date the parties sign the Agreement as outline in Article 4 of the Agreement.

Exhibit B

Compensation

The Contractor will be compensated for performance of its services under this Agreement as provided in this Exhibit B. The Contractor is not entitled to any compensation except as expressly provided in this Exhibit B.

SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of effective date of Agreement (the “Order Form Effective Date”) and is governed by the terms and conditions of the Agreement entered into by Contractor and County. By signing this Order Form, County expressly agrees to be bound by the terms of conditions of the Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

County: Fresno County, CA	Contact: Paul Dictos
Address: 2281 Tulare St. Fresno, CA 93721	Phone: 559-765-7243
	E-Mail: jebisuda@fresnocountyca.gov

Terms:

Term One: The one-year period beginning on the Effective Date of the Agreement and ending one year thereafter.

Term Two: The one-year period immediately following Term One.

Term Three: The one-year period immediately following Term Two.

Term Four: The one-year period immediately following Term Three, subject to extension pursuant to Section 4.2 of the Agreement.

Term Five: The one-year period immediately following Term Four, subject to extension pursuant to Section 4.2 of the Agreement.

Terms Four and Five are Extension years as defined in Section 4.2 of the Agreement.

Schedule of Payments:

Initial Term One:

\$130,000 (the “Implementation Fee”) to be invoiced in segments upon the satisfactory completion of the following milestones and paid in accordance with Section 3.2 of the Agreement.

Milestone	Amount	Description
Project Initiation	\$25,000	Invoiced upon completion of the project kickoff meeting

Exhibit B

Milestone 1	\$20,000	Solution Design: Invoiced upon delivery by Contractor of a solutions document that outlines the configuration of the County environment, and acceptance by the County of such document.
Milestone 2	\$20,000	Design Review: Invoiced upon Contractor's presentation of the County environment to the County for feedback and revision ("County Design Review")
Milestone 3	\$20,000	Configuration Acceptance: Invoiced upon County's final acceptance of the County Environment. This milestone represents completion of all Just Appraised user interface and deed data extraction components, including document routing & filtering, data extraction, business rules (e.g., single vs. multiple buyer scenarios), persona-specific scenarios, field configuration, statuses, and user roles.
Milestone 4	\$20,000	Final Testing: Invoiced upon the start of County end-user testing and training by the Contractor, including a functional integration in the test environment.
Milestone 5	\$25,000	Go-Live: County processes first 10 deeds in production through Just Appraised

\$69,000 (the "License Fee") to be invoiced upon the completion of Go-Live, Milestone 5, and paid in accordance with Section 3.2 of the Agreement.

Term Two: \$145,950 (the "License Fee") to be invoiced in a single lump sum at the beginning of each Term and paid in accordance with Section 3.2 of the Agreement.

Term Three: \$153,248 (the "License Fee") to be invoiced in a single lump sum at the beginning of each Term and paid in accordance with Section 3.2 of the Agreement.

Term Four (Extension): \$160,910 (the "License Fee") to be invoiced in a single lump sum at the beginning of each Term and paid in accordance with Section 3.2 of the Agreement.

Term Five (Extension): \$168,956 (the "License Fee") to be invoiced in a single lump sum at the beginning of each Term and paid in accordance with Section 3.2 of the Agreement.

Conversion Fees: \$30,000 to be paid in the event of the County acquiring a new CAMA system as outlined in the Scope of Work that requires the Contractor to modify, adapt or develop changes to interface with. If the new system to interface with is the Megabyte Property Tax System (MPTS), the conversion cost will be reduced to \$12,500.

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 Contractor/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/Contractor with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

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

Exhibit C

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

Exhibit D

Insurance Requirements

1. Required Policies

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

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

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under section 2.5 and Exhibit E 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

Exhibit D

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

2. Additional Requirements

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

Exhibit D

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

Exhibit E

Technical Definitions and Additional Terms

Additional terms and definitions relevant to the technical scope of this Agreement shall be as specified in Exhibit E, as determined by the County

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 Information Technology 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 Contractor, firm, or association.

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

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the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in subsection C.(5) of this Exhibit E.

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

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

B. Standard of Care.

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

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

(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.

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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. Any such liability is subject to the limitations defined in Section 2.7 of the Agreement.

C. Information Security.

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

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

(3) Without limiting the Contractor's obligations under subsection C.(1) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following: (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement; (ii) ensuring that all of the Contractor's connectivity to the County computing systems, outside of the allowance made in Exhibit A Section 3 of the Technical Requirements regarding deployment managers and log collectors, 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; (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

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connection; (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; (viii) providing appropriate privacy and information security training to Authorized Employees, (ix) implement multi-factor authentication (MFA) for all administrative access to systems processing County Data, and (x) support integration with SAML 2.0 or equivalent single sign-on (SSO) solutions. Notwithstanding the foregoing, the County acknowledges that Contractor utilizes third-party cloud infrastructure providers for hosting the Platform and storing County data. As such, Contractor may not have physical access to the data centers or facilities where County data is hosted and cannot grant the County physical access to such locations. Contractor shall ensure that its hosting providers maintain industry-standard security certifications and controls appropriate for the protection of County data.

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

(5) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County.

(6) 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 24 hours per day, seven days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

D. Security Breach Procedures.

(1) Promptly, and without undue delay, upon the Contractor's confirmation of a Security Breach, the Contractor shall (a) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / fresnoCounty@service-now.com (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) facilitating interviews with Authorized

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Persons and any of the Contractor's other employees knowledgeable of the matter; and (iii) 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 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 72 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason therefor.

(4) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take reasonable mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred in relation to any litigation or other action described in subsection D.(5) of this Exhibit E to the extent applicable: (1) the cost of providing affected individuals with credit monitoring services for a specific period not to exceed 12 months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing; (2) call center support for such affected individuals for a specific period not to exceed 30 days; and (3) the cost of any measures required under applicable laws. Notwithstanding the foregoing, Contractor's obligations under this subsection D.(4) shall be subject to the limitation of liability set forth in Section 2.7 of the Agreement.

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

F. Return or Destruction of Personal Information.

Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or

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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, provided, however, that any such equitable relief shall be subject to the limitation of liability set forth in Section 2.7 of the Agreement..

H. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a **"County Indemnitee"**) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines, and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorney's fees and costs, the cost of enforcing any right to indemnification or defense under the Agreement and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section H. The provisions of this section H do not apply to the acts or omissions of the County. The provisions of this section H are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnity under this Agreement. Contractor's total liability under this Section shall be subject to the limitation of liability set forth in Section 2.7 of the Agreement, except to the extent such limitation is prohibited by applicable law. The provisions of this section H shall survive the termination of this Agreement.

Exhibit E

I. Survival.

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

J. No Third Party Beneficiary.

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

L. No County Warranty.

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