

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 Closure Intelligence, Inc., a Delaware corporation, (“Contractor”), and the County of Fresno, a
4 political subdivision of the State of California (“County”).

5 **Recitals**

6 A. WHEREAS, County, through its District Attorney’s Office, is responsible for prosecuting
7 criminal cases and requires efficient, secure, and comprehensive tools to manage evidence
8 review and case preparation;

9 B. WHEREAS, Contractor has developed an AI-powered platform specifically designed for
10 law enforcement and prosecutorial agencies to streamline evidence review, transcription,
11 translation, search, analysis, summarization, and verification;

12 C. WHEREAS, Contractor’s platform uniquely integrates administrative, investigative, and
13 prosecutorial evidence analysis within a single interface;

14 D. WHEREAS, the County desires to obtain a license to use Contractor’s platform to
15 accelerate investigations, and improve efficiency in case preparation;

16 The parties therefore agree as follows:

17 **Article 1**

18 **Contractor’s Services**

19
20 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in
21 Exhibit A to this Agreement, titled “Scope of Services.”

22 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
23 able to perform all of the services provided in this Agreement.

24 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
25 applicable federal, state, and local laws and regulations in the performance of its obligations
26 under this Agreement, including but not limited to workers compensation, labor, and
27 confidentiality laws and regulations.

28 1.4 **FBI CJIS/CA DOJ Compliance**

1 (A) Contractor represents that its Closure Intelligence Platform may store Criminal
2 Justice Information (“CJI”) or Personally Identifiable Information (“PII”). The content may
3 be temporarily stored in memory on Contractor’s servers.

4 (B) Contractor shall sign and submit appropriate CA DOJ CLETS (“California Law
5 Enforcement Telecommunications System”) forms to the District Attorney (“DA”) CLETS
6 Coordinator (“DACC”) to keep on file for systems which may store CJI or PII from
7 CLETS. Contractor’s staff shall take Security Awareness Training according to the CA
8 DOJ required interval. Contractor’s staff shall register all staff within CJISOnline.com for
9 tracking their Security Awareness Training Status.

10 **1.5 Background Checks**

11 (A) Contractor’s staff assigned to this Agreement shall pass the DA’s standard
12 background check before entry into DA’s facilities for onsite support or training services.
13 Contractor is solely responsible for providing adequate staffing that meets this
14 requirement.

15 (B) Contractor’s staff who are onsite at DA facilities are required to be escorted by a
16 DA staff member.

17 (C) Contractor’s staff who have access to unencrypted DA data or encryption keys to
18 access encrypted DA data stored in cloud services or on-premises which may contain
19 CJI or PII shall pass the DA’s standard background check before accessing any DA
20 data.

21 (D) The Contractor shall be responsible for all costs of the DA’s background check,
22 including processing fees, fingerprinting, transportation, lodging, and food.

23 **1.6 Security and Privacy**

24 (A) Contractor shall at all times use its commercially reasonable efforts, but in no
25 event, less than current industry practices to protect the security and privacy of the
26 Contractor’s system and all County data where “security” is defined as protection of
27 software and data from natural and human caused hazards, and where “privacy” is
28 defined as protection of software and data from unauthorized access and manipulation.

1 Contractor shall also assure integrity of data by establishing and maintaining safeguards
2 against the destruction, loss or unauthorized alteration of County's data. Contractor
3 shall further design the Contractor's system to prevent, to the greatest extent possible,
4 security or privacy breach, and to provide recovery and backup operation.

5 (B) Contractor shall comply with Exhibit F to this Agreement, titled "Data Security,"
6 attached and incorporated by this reference.

7 (C) If either County or Contractor becomes aware of a system security or privacy
8 breach, it shall notify the other Party thereof. Contractor will investigate reach of breach,
9 impact, root cause, and remediate the cause of the breach as soon as possible, in
10 compliance with Exhibit F to this Agreement, titled "Data Security." Contractor shall
11 generate a post mortem report as soon as it is practical and provide to the County when
12 available.

13 (D) In the event that the Contractor uses a new Sub-processor of County Data within
14 the Scope of Services, the Contractor shall inform County in writing of the identification
15 details of the Sub-processor and the subcontracted services. The notice shall be sent to
16 County as provided in Article 5, "Notices" of this Agreement a minimum of 30 days prior
17 to the sub-processor processing County Data. Subcontracting may be carried out if
18 County does not express its opposition in writing as provided in Article 5, "Notices," of
19 this Agreement within fifteen (15) calendar days of receipt of the communication from the
20 Contractor. In the event that the County objects to the engagement of the Sub-
21 processor, the parties will work together in good faith to resolve the grounds for the
22 objection for no less than thirty (30) days, and failing any such resolution, County may
23 terminate the part of the service performed under the Agreement that cannot be
24 performed by Contractor without use of the objectionable Sub-processor.

25 **1.7 Disabling Code and Viruses**

26 (A) Contractor shall make reasonable efforts to ensure that all Services provided
27 under this Agreement do not contain any virus, Trojan horse, worm, backdoor, shutdown
28 mechanism or similar software, code or program ("Malicious Programs") which may have

1 the effect of disabling, denying authorized access to, damaging, corrupting or destroying
2 any County data or portion of Closure's Intelligence Platform or County's other systems,
3 networks or software.

4 (B) If either County or Contractor becomes aware of the existence of such Malicious
5 Programs, it shall notify the other Party and provide remediation as provided in Section
6 4, "Security Breach Procedures," of Exhibit F to this Agreement, titled "Data Security."

7 **Article 2**

8 **County's Responsibilities**

9 2.1 **County Systems and Data.** The County shall be solely responsible for its County
10 data, and compliance with applicable laws. County represents and warrants that it has all rights,
11 consents, and permissions necessary for Contractor to integrate and process County data as
12 described in this Agreement.

13 2.2 **User Access and Security.** The County shall ensure its users comply with all user-
14 access and security obligations described in Exhibit E to this Agreement, titled "Terms of Use,"
15 including requirements related to account credentials, role-based access controls, and user
16 activity management.

17 2.3 **Authorized Use and Illegal Content.** The County shall use the Services exclusively
18 for authorized law enforcement purposes. County acknowledges that it retains sole ownership
19 and legal responsibility for any illegal content processed through the Services and shall comply
20 with all applicable requirements regarding handling, reporting, storage, and disposition of such
21 content.

22 2.4 **CJIS Compliance.** The County will comply with applicable CJIS requirements,
23 including, those described in Exhibit E to this Agreement, titled "Terms of Use." Such
24 requirements include implementing policies and training, managing user access, performing
25 background checks, and maintaining activity and transaction logs.

26 2.5 **Terms of Use.** The County shall comply with the Terms of Use set forth in Exhibit E
27 to this Agreement, titled "Terms of Use," which are hereby incorporated into this Agreement.
28

1 **Article 3**

2 **Compensation, Invoices, and Payments**

3 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
4 the performance of its services under this Agreement as described in Exhibit B to this
5 Agreement, titled "Compensation."

6 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
7 under this Agreement is Five Hundred Seventeen Thousand (\$517,000) for the initial three-year
8 term of this Agreement. If the County exercises the optional one-year extension (Year 4), the
9 total compensation payable to the Contractor under this Agreement is Six Hundred Eighty
10 Thousand (\$680,000). The Contractor acknowledges that the County is a local government
11 entity, and does so with notice that the County's powers are limited by the California
12 Constitution and by State law, and with notice that the Contractor may receive compensation
13 under this Agreement only for services performed according to the terms of this Agreement and
14 while this Agreement is in effect, and subject to the maximum amount payable under this
15 section. The Contractor further acknowledges that County employees have no authority to pay
16 the Contractor except as expressly provided in this Agreement.

17 3.3 **Invoices.** The Contractor shall submit invoices to the Fresno County District
18 Attorney's Office, 2100 Tulare Street, Fresno, CA 93721-2103, Attention: Business Office or
19 email to DABusinessOffice@fresnocountyca.gov pursuant to Exhibit B to this Agreement, titled
20 "Compensation." Contractor shall invoice on the date specified on the invoicing plan outlined in
21 Exhibit B to this Agreement, titled "Compensation."

22 3.4 **Payment.** The County shall pay each correctly completed and timely submitted
23 invoice within 45 days after receipt. The County shall remit any payment to the Contractor's
24 address specified in the invoice.

25 3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement.
27
28

1 **Article 4**

2 **Term of Agreement**

3 4.1 **Term.** This Agreement is effective on July 1, 2026, and terminates on June 30, 2029,
4 except as provided in Section 4.2, "Extension," or Article 6, "Termination and Suspension,"
5 below.

6 4.2 **Extension.** The term of this Agreement may be extended for no more than one, one-
7 year period, only upon written approval of both parties at least 90 days before the first day of the
8 optional one-year extension period. The District Attorney or his or her designee is authorized to
9 sign the written approval on behalf of the County based on the Contractor's satisfactory
10 performance. In no event shall the total term of this Agreement extend beyond June 30, 2030.
11 The extension of this Agreement by the County is not a waiver or compromise of any default or
12 breach of this Agreement by the Contractor existing at the time of the extension whether or not
13 known to the County.

14 4.3 **Automatic Renewal.** The subscription for the Closure Intelligence Platform License
15 will automatically renew at the end of the first annual period and the second annual period for
16 the next annual period under the pricing set forth in Exhibit B to this Agreement, titled
17 "Compensation." The optional one-year extension period described in Section 4.2 does not
18 automatically renew the subscription for the Closure Intelligence Platform License and may only
19 be exercised by mutual written agreement of the parties as provided in Section 4.2.

20 **Article 5**

21 **Notices**

22 5.1 **Contact Information.** The persons and their addresses having authority to give and
23 receive notices provided for or permitted under this Agreement include the following:

24 **For the County:**
25 Business Manager
26 Fresno County District Attorney's Office
27 2100 Tulare Street
28 Fresno, CA 93721-2103
DABusinessOffice@fresnocountyca.gov
(559) 600-4447

For the Contractor:

1 Closure Intelligence, Inc.
2 Aaron Zelinger
3 169 Madison Ave.
4 STE 15345
5 New York, NY 10016
6 aaron@closure-intel.com
7 (650) 814-9066

8 **5.2 Change of Contact Information.** Either party may change the information in Section
9 5.1 by giving notice as provided in Section 5.3.

10 **5.3 Method of Delivery.** Each notice between the County and the Contractor provided
11 for or permitted under this Agreement must be in writing, state that it is a notice provided under
12 this Agreement, and be delivered either by personal service, by first-class United States mail, by
13 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
14 Document Format (PDF) document attached to an email.

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

16 (B) A notice delivered by certified or registered U.S. mail (return receipt requested) is
17 effective upon receipt.

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

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

25 (E) A notice delivered by telephonic facsimile transmission or by PDF document
26 attached to an email is effective when transmission to the recipient is completed (but, if
27 such transmission is completed outside of County business hours, then such delivery is
28 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.

(F) Either party may update its address with notice to the other party. Contractor may
also send operational notices to County through the Services.

1 (D) Contractor may terminate this Agreement upon thirty (30) days' written notice if
2 the County violates the terms or fails to perform a contractual obligation under this
3 Agreement, and fails to cure such breach (including failure to pay Fees) within a thirty
4 (30) day period.

5 **6.3 No Penalty or Further Obligation.** Any termination of this Agreement by the County
6 under this Article 6 is without penalty to or further obligation of the County, except that County
7 shall pay all fees for Services rendered through the effective date of termination.

8 **6.4 County's Rights upon Termination.** Upon termination for breach under this Article
9 6, the County may demand repayment by the Contractor of any monies disbursed to the
10 Contractor under this Agreement that were not expended in compliance with this Agreement.
11 The Contractor shall promptly refund all such monies. This section survives the termination of
12 this Agreement.

13 **6.5 Suspension of Services.** The Contractor may immediately suspend or terminate
14 County's access to any or all of the Services upon notice to the County immediately as provided
15 in Article 5, "Notices," of this Agreement if:

16 (A) County breaches this agreement;

17 (B) Contractor's provision of any Service is prohibited or otherwise adversely
18 affected by applicable laws or changes to applicable laws;

19 (C) County's actions risk harm to any of Contractor's other customers or the security,
20 availability, or integrity of a Service;

21 (D) Contractor reasonably determines that there is a threat or potential threat or
22 attack or potential attack on any Service;

23 (E) Any vendor suspends or terminates Contractor's access to or use of any
24 products or services required for this Service; or

25 (F) County's service usage substantially exceeds normal usage levels.

26 **6.6 Effect of Termination.** Upon expiration or termination of this Agreement for any
27 reason, Contractor shall continue to make County data available to the County in a
28 commercially reasonable format for a period of up to thirty (30) days after the effective date of

1 termination, solely to allow the County to retrieve its data. Contractor shall not delete, destroy,
2 alter, or otherwise render inaccessible any County data during this period. After the thirty (30)
3 day period, Contractor shall delete all County Data in accordance with Section 6 of Exhibit F to
4 this Agreement, titled "Data Security."

5 6 **Article 7**

7 **Independent Contractor**

8 7.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
9 agents, employees, and volunteers, is at all times acting and performing as an independent
10 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
11 venturer, partner, or associate of the County.

12 7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
13 manner or method of the Contractor's performance under this Agreement, but the County may
14 verify that the Contractor is performing according to the terms of this Agreement.

15 7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
16 right to employment rights or benefits available to County employees. The Contractor is solely
17 responsible for providing to its own employees all employee benefits required by law. The
18 Contractor shall save the County harmless from all matters relating to the payment of
19 Contractor's employees, including compliance with Social Security withholding and all related
20 regulations.

21 7.4 **Services to Others.** The parties acknowledge that, during the term of this
22 Agreement, the Contractor may provide services to others unrelated to the County.

23 **Article 8**

24 **Indemnity and Defense**

25 8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the
26 County (including its officers, agents, employees, and volunteers) against all claims, demands,
27 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and
28 liabilities of any kind that arise from third-party claims alleging that the Services, when used as

1 authorized under this Agreement, infringe the intellectual property rights of such third-party.
2 These obligations apply only if the County promptly notifies Contractor of the claim, allows
3 Contractor exclusive control over its defense and settlement, and provides reasonable
4 cooperation at Contractor's expense (provided that County may participate in the defense with
5 its own counsel at its own expense). County may not settle an indemnified claim without
6 Contractor's prior written consent. Contractor may not settle an indemnified claim without
7 County's prior written consent if the settlement would require the County party to admit fault or
8 have non-monetary obligations.

9 8.2 **Survival.** This Article 8 survives the termination of this Agreement.

10 **Article 9**

11 **Insurance**

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

14 **Article 10**

15 **Inspections, Audits, and Public Records**

16 10.1 **Inspection of Documents.** The Contractor shall, upon at least thirty days' prior
17 written notice, make available to the County, and the County may examine during normal
18 business hours, those non-privileged records directly relating to Contractor's performance under
19 this Agreement and solely as reasonably necessary to verify Contractors' compliance with this
20 Agreement. County shall not exercise such inspection or audit rights more than once in any
21 twelve (12) month period, unless required by applicable law or in connection with a good-faith
22 claim of material breach. Any such inspection or audit shall be conducted in a manner that
23 minimizes disruption to Contractor's business operations and excludes access to Contractor's
24 trade secrets and information relating to other customers, except to the extent required by
25 applicable law.

26 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
27 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
28 California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement. The County may disclose this Agreement and relevant records or
5 data that the Contractor may provide to the County, which disclosure may include but is not
6 limited to the following:

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

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

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

17 (D) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as a public record under the California Public
19 Records Act (California Government Code, Title 1, Division 10, beginning with section
20 7920.000) ("CPRA").

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

25 (F) Notwithstanding the foregoing, nothing in this Article 10 shall be construed to
26 require the disclosure of Contractor's trade secrets, proprietary source code, security
27 architecture details, or other technical information that, if disclosed, would compromise
28 the security of the Services or the County's data. If the County receives a written or oral

1 request under the CPRA to publicly disclose a record that is in the County's possession
2 or control that has been marked by the Contractor as confidential, restricted access,
3 trade secret, or proprietary, the County shall notify the Contractor of the requested
4 records within three (3) business days after receiving the CPRA request. If the
5 Contractor wishes to assert that any specific requested record or information is exempt
6 from disclosure under the CPRA or other applicable law, the Contractor must provide to
7 the County a written statement asserting the exemption(s) within three (3) business days
8 after receiving the County's notice of the CPRA request. The Contractor's assertion of
9 any exemption from disclosure is not binding on the County, but the County will give at
10 least 10 days advance notice to the Contractor before disclosing any Contractor records
11 or information that Contractor has marked as confidential, restricted access, trade
12 secret, or proprietary. The Contractor shall indemnify the County for any court-ordered
13 award or costs or attorney's fees under the CPRA that results from the Contractor's
14 claim of exemption.

15 **10.4 Public Records Act Requests.** If the County receives a written or oral request
16 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
17 and which the County has a right, under any provision of this Agreement or applicable law, to
18 possess or control, then the County may demand, in writing, that the Contractor deliver to the
19 County, for purposes of public disclosure, the requested records that may be in the possession
20 or control of the Contractor. Within five business days after the County's demand, the
21 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
22 possession or control, together with a written statement that the Contractor, after conducting a
23 diligent search, has produced all requested records that are in the Contractor's possession or
24 control, or (b) provide to the County a written statement that the Contractor, after conducting a
25 diligent search, does not possess or control any of the requested records. The Contractor shall
26 cooperate with the County with respect to any County demand for such records. If the
27 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
28 CPRA or other applicable law, it must deliver the record or data to the County and assert the

1 exemption by citation to specific legal authority within the written statement that it provides to
2 the County under this section. The Contractor's assertion of any exemption from disclosure is
3 not binding on the County, but the County will give at least 10 days' advance written notice to
4 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
5 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
6 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
7 failure to produce any such records, or failure to cooperate with the County with respect to any
8 County demand for any such records.

9 **Article 11**

10 **Disclosure of Self-Dealing Transactions**

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

13 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
14 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
15 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
16 the County before commencing the transaction or immediately after.

17 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
18 a party and in which one or more of its directors, as an individual, has a material financial
19 interest.

20 **Article 12**

21 **General Terms**

22 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
23 Agreement may not be modified, and no waiver is effective, except by written agreement signed
24 by both parties. The Contractor acknowledges that County employees have no authority to
25 modify this Agreement except as expressly provided in this Agreement.

26 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
27 under this Agreement without the prior written consent of the other party
28

1 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. Contractor consents to California jurisdiction for actions arising from or
5 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
6 brought and maintained in Fresno County

7 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 12.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of the Contractor and does not prohibit
28 enforcement by the County of any obligation on any other occasion.

1 12.11 **Force Majeure.** Neither party is liable for any delay or failure to perform any
2 obligation under this Agreement (except for failure to pay fees) due to events beyond its
3 reasonable control, including but not limited to acts of God, natural disasters, pandemic,
4 government actions, war, terrorism, labor disputes, power failures, or internet or
5 telecommunications failures.

6 12.12 **Ownership.** Neither party grants the other any rights or licenses not expressly set
7 out in this Agreement. Except as expressly provided in this Agreement, as between County and
8 Contractor, County retains all intellectual property rights and other rights in County Data and
9 Service Output. Except for County's use rights in this Agreement, Contractor and its licensors
10 retain all intellectual property rights and other rights in and to:

11 (A) the Services;

12 (B) any work product or results of the provision, operation, or maintenance of the
13 Services (other than County's Service Output);

14 (C) all Contractor Documentation and Product Data;

15 (D) all Contractor's technology, templates, algorithms, formats, and dashboards;

16 (E) all general skills, know-how, processes, methodologies, tools, techniques,
17 routines, or technologies, in each case, that are created, adapted or used by Contractor
18 in its business generally; and

19 (F) all modifications or improvements to any of the foregoing items set forth in
20 subsections (a) through (e) made by or on behalf of Contractor. If County provides
21 Contractor with feedback or suggestions regarding the Services, or other Contractor
22 offerings, Contractor may use the feedback or suggestions without restriction or
23 obligation.

24 This section will survive any expiration or termination of this Agreement.

25 12.15 **Limitations of Liability.** Both parties, their successors, assigns, Affiliates, and each
26 of their suppliers, licensors, employees, officers, and agents, will not have any liability
27 arising out of or related to this Agreement for (a) any loss of use, lost data, lost profits,
28 failure of security mechanisms, interruption of business, or any indirect, special, incidental,

1 reliance, or consequential damages of any kind, even if informed of their possibility in
2 advance or (b) any amounts that exceed, in aggregate, the two times (2x) the amounts paid
3 or payable by County to Contractor pursuant to this Agreement during the 12 months prior to
4 the date on which the applicable claim giving rise to the liability arose under this Agreement.
5 The waivers and limitations in this Section 12.15 apply regardless of the form of action,
6 whether in contract, tort (including negligence), strict liability or otherwise and will survive
7 and apply even if any limited remedy in this Agreement fails of its essential purpose. This
8 Section 12.15 will survive any expiration or termination of this agreement.

9 **12.16 Government Terms.** Elements of the Services are commercial computer software. If
10 the user or licensee of the Services is an agency, department, or other entity of the United
11 States Government, the use, duplication, reproduction, release, modification, disclosure, or
12 transfer of the Services or any related documentation of any kind, including technical data
13 and manuals, is restricted by the terms of this Agreement in accordance with Federal
14 Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition
15 Regulation Supplement 227.7202 for military purposes. The Services were developed fully
16 at private expense. All other use is prohibited.

17 **12.17 Required Disclosures.** Nothing in this Agreement prohibits either party from making
18 disclosures, including of Confidential Information, if required by Law, subpoena, or court order,
19 provided (if permitted by Law) it notifies the other party in advance as provided in Article 5,
20 "Notices," of this Agreement and reasonably cooperates in any effort to obtain confidential
21 treatment.

22 **12.18 Publicity.** Neither party may publicly announce that the parties have entered into this
23 Agreement, except with the other party's prior consent or as required by any applicable laws.
24 However, Contractor may include County and its trademarks in Contractor's customer lists and
25 promotional materials but will cease further use at County's written request.

26 **12.19 Subcontractors.** Contractor may use subcontractors and permit them to exercise
27 Contractor's rights under this Agreement as long as Contractor remains responsible for their
28

1 compliance and overall performance under this Agreement. Contractor must notify County of
2 their use of a subcontractor as provided in Article 5, "Notices," of this Agreement.

3 12.20 **Independent Contractors.** The parties are independent contractors, not partners or
4 joint venturers.

5 12.21 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
6 between the Contractor and the County with respect to the subject matter of this Agreement,
7 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
8 publications, and understandings of any nature unless those things are expressly included in
9 this Agreement. If there is any inconsistency between the terms of this Agreement and the
10 terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the
11 terms of this Agreement without its exhibits, and then to the terms of the exhibits, as provided in
12 Section 12.22 of this Agreement.

13 12.22 **Order of Precedence Among Exhibits.** In the event of inconsistency between the
14 exhibits to this Agreement, the inconsistency shall be resolved by giving precedence as follow:

15 (A) Exhibit E (Terms of Use);

16 (B) Exhibit F (Data Security);

17 (C) All other exhibits or attachments.

18 For clarity, Exhibit F of this Agreement, titled "Data Security," shall control with respect to data
19 security, privacy, confidentiality, data retention or destruction, breach notification and response,
20 audit rights, and compliance with applicable law.

21 12.23 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
22 create any rights or obligations for any person or entity except for the parties.

23 12.24 **Authorized Signature.** The Contractor represents and warrants to the County that:

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

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

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

2 Closure Intelligence, Inc.

COUNTY OF FRESNO

3 Signed by:
4 

5 Aaron Zelinger, CEO

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

6 169 Madison Ave, STE 15345
7 New York, NY 10016

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

9
10 By: _____
Deputy

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17 For accounting use only:

18 Org No.:2860
19 Account No.:7295
20 Fund No.:0001
Subclass No.:10000

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Exhibit A

Scope of Services

The Contractor shall provide initial Implementation and Configuration Services and the following Services during each annual period of the Agreement, in accordance with the terms of this Agreement:

(1) Subscription Services; and (2) White Glove Onsite Training & Support.

1. Initial Implementation and Configuration Services

“Implementation & Configuration Services” means the initial one-time setup and integration of the Closure Intelligence Platform for the County, which may include, as requested and mutually agreed upon in writing in accordance with Article 5, “Notices,” of this Agreement, support for single sign-on (SSO), integrations with third-party platforms or internal systems, and related project management. The County agrees to provide commercially reasonable participation and cooperation necessary to enable delivery of the Implementation & Configuration Services. The parties agree that the implementation period shall not exceed six (6) months from the effective date of the Agreement, during which all implementation tasks and deliverables will be completed.

2. Subscription Services

Service Allotments:

During each annual period of the Agreement, Subscription Services shall include the following annual allotments:

- **Fifteen thousand (15,000) hours** of audio and/or video processing;
- **Four million (4,000,000) pages** of document processing; and
- **Eight million (8,000,000) images** of linked media files.

The Contractor shall notify the County through the DA Business Manager in writing (which may include email) in accordance with Article 5, “Notices,” of this Agreement when the County reaches any of the following allotments:

- **Fifty percent (50%)** of any allotment, and again upon;
- **Eighty percent (80%)** of any allotment, and again upon
- **Full usage (100%)** of any included allotment.

The County shall not be obligated to pay any overage charges incurred prior to the delivery of the applicable notices.

The County will have the option (via the Contractor’s Subscription Service Allotment Increase Order Form, attached and incorporated into this Agreement as Exhibit G, titled “Service Allotment Increase Order Form”) to purchase a Subscription Service allotment increase (the “**Allotment Increase**”) that will increase the annual Subscription Service allotments for the then-current annual period by:

- **Three thousand (3,000) hours** of audio and/or video processing;
- **One Million (1,000,000) pages** of document processing; and
- **Two Million (2,000,000) images** processed.

Upon receiving the Contractor’s 80% usage notice, the County may, at its discretion, complete the Subscription Service Allotment Increase Order Form if it determines an increase is needed. If the County chooses to request an increase, the County’s DA Business Manager will review, complete, sign, and return to the Contractor in accordance with the notice provisions of this

Exhibit A

1 Agreement.

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3. White Glove Onsite Training & Support

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4 “White Glove Onsite Training & Support” includes the following:

- 5 • Engineering Access: Direct, priority communication channel to the Contractor’s
- 6 engineering team for escalated issues and advanced troubleshooting.
- 7 • Onsite Training & Onboarding: In-person training and onboarding session for the
- 8 County’s users, conducted at the DA’s Office main Fresno location at the onset of
- 9 this Agreement.
- 10 • Training Resources: Unlimited access to the Contractor’s training content,
- 11 documentation, and learning center resources for the County and its designated
- 12 users.
- 13 • Feature Previews: Early access to new, breaking product features and
- 14 enhancements prior to general release.
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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.

1. Compensation Structure

Service	Annual Price	Subscription Term	Total
Closure Intelligence Platform: License	\$135,000	3 Years	\$405,000
Implementation & Configuration Services	\$10,000	One-Time Fee	\$10,000
White Glove Onsite Training & Support	\$25,000	3 Years	\$75,000
Total Initial 3-Year Term Compensation			\$490,000*

*Prices listed above reflect the initial 3-year term. Any additional allotments or expanded usage requested will be priced separately, as provided in Section 2, "Allotment Increase Fees" of this Exhibit B, below, and may increase the total compensation over the entire -year term.

2. Allotment Increase Fees

As provided in Section 1, "Subscription Services," of Exhibit A of this Agreement, titled "Scope of Services," the County will have the option to purchase Subscription Service Allotment Increases that will increase the annual Subscription Service allotments for the then-current annual period by:

- **Three thousand (3,000) hours** of audio and/or video processing;
- **One Million (1,000,000) pages** of document processing; and
- **Two Million (2,000,000) images** processed.

The County may purchase multiple Allotment Increases, not to exceed the maximum compensation allowed under this Agreement as provided in Section 3.2, "Maximum Compensation." Each Allotment Increase will increase the Annual Price of the Closure Intelligence Platform License by 10% for the then current annual period (with no proration).

Allotment Increases	Additional Annual Fee
1 Increase	\$13,500
2 Increases	\$27,000

Exhibit B

3 Increases	\$40,500
4 Increases	\$54,000
5 Increases	\$67,500

Upon receiving the Contractor's 80% usage notice, as provided in Section 2 ("Subscription Services") of Exhibit A of this Agreement, titled "Scope of Services," the County may, at its discretion, complete the Subscription Service Allotment Increase Order Form, which is attached and incorporated into this Agreement as Exhibit G, if it determines an increase is needed. If the County chooses to request an increase, the County's DA Business Manager will review, complete, sign, and return to the Contractor in accordance with the notice provisions of this Agreement.

If the County does not purchase an Allotment Increase, and usage exceeds the included allotments for the then-current annual period, the excess shall be charged at the following rates for the remainder of the then-current annual period:

- **Two dollars (\$2.50) per hour** of audio and/or video processing;
- **Two cents (\$0.02) per page** of documents processed; and
- **Two cents (\$0.02) per image** processed.

3. Payment Terms:

- All fees are due within 45 days of the invoice date.
- Late payments are subject to a service charge of 1.5% per month.

4. Optional One-Year Extension Period Compensation Structure:

- The County shall have a one-time option to extend the Agreement for one additional annual period at the same annual rate (\$135,000 fee for the annual Closure Intelligence Platform License plus the \$25,000 fee for the White Glove Onsite Training & Support), provided that such option is exercised by written notice to Contractor no less than 90 days prior to the expiration of the initial 3-year term as provided in Section 4.2, "Extension," of this Agreement. The written notice shall be provided in accordance with Article 5, "Notices," of this Agreement.

5. Taxes:

- County is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply, whether domestic or foreign, other than Contractor's income tax ("Taxes").
- All Fees are exclusive of Taxes and are non-refundable except as set forth in this Agreement.

6. Additional Charges:

Exhibit B

- The fees set forth in this Exhibit B do not include any amounts that might be charged to County or Contractor by County's other vendors and services providers (e.g. API usage fees for an integrated service) or any amounts that might be incurred by Contractor in connection with meeting any additional County requirements or providing any services or resources not expressly set forth in the Agreement (e.g., additional insurance coverage) (collectively, all such amounts, "**Additional Charges**").
- In the event of a non-standard support and/or maintenance request by County, Contractor shall notify County through the DA Business Manager in writing (email acceptable) as provided in Article 5, "Notices," of this Agreement that such request is non-standard and shall communicate to County the current applicable rate. Upon County's written acceptance, Contractor shall provide such non-standard support and maintenance for the Service at the current applicable rates.

7. **Standard Support and Maintenance:**

- Standard support and maintenance are included and will be provided to the County by the Contractor at no additional charge. Standard support and maintenance covers assistance with the Contractor's software as documented and generally available, and does not include non-standard support or professional services such as custom development, third-party integrations, workarounds for unsupported use cases, or professional services engagements.
- Non-standard support or professional services that fall outside the scope of standard support will be provided only upon the County's prior written request of a mutually agreed scope of work. The County shall have no obligation to approve or purchase any non-standard support or services unless pricing is agreed in writing.

8. **Reimbursement:**

- No reimbursement for out-of-pocket costs, administrative costs, or travel unless expressly stated in this Exhibit B.

Exhibit C

Self-Dealing Transaction Disclosure Form

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

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

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

Instructions

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

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

Exhibit C

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

Exhibit D

Insurance Requirements

1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). 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) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (C) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (D) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (E) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. 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 identify the Article, section, or exhibit containing data security obligations of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud;

Exhibit D

(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.
- (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.

Exhibit D

- (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

Terms of Use

1. Data.

1.1. Use of County Data. County grants Contractor the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, display, and modify County Data only as necessary to: (a) provide the Services; (b) derive or generate Product Data; and (c) as otherwise required by Laws or as agreed to in writing between the parties. County agrees and acknowledges that Contractor may also Process log-in credentials and related information of Users in connection with Contractor's provision of the Services.

1.2. Product Data. Contractor may Process Product Data for internal business purposes, such as to improve, support, develop, and maintain its current and future technology, products, and services, including to test and improve its models and algorithms.

1.3. Third-Party Data. Any Third-Party Data that Contractor may provide via the Services is governed by the third-party providers' policies. Contractor may choose to terminate the provision of any Third-Party Data if Contractor's rights to such Third-Party Data change.

2. Customer Obligations.

2.1. General. County is solely responsible for its County Data and will provide and maintain its County Systems. County represents and warrants that: (a) it has all rights necessary for Contractor to integrate the Services with County's systems, databases, County Data, and applicable Third-Party Data and Third-Party Platforms; (b) it has made all disclosures, provided all notices, and obtained all rights, consents, and permissions necessary for Contractor to Process County Data as set forth in this Agreement; (c) County will ensure that its Users do not share log-in credentials (including between Users) for the Services; and (d) County will comply with Laws when using the Services. County is responsible for its Users' compliance with this Agreement.

2.2. Illegal Content. Contractor recognizes that County is a law enforcement agency and that County will use the Services exclusively for authorized law enforcement purposes. In that context, Contractor understands that County may, in its official capacity, use the Services in connection with law enforcement investigations related to illegal content ("**Illegal Content**"), including without limitation child pornography and child sexual assault materials. Without limiting the generality of County's obligations set forth in Section 2.1 of this Exhibit E, County agrees that with respect to any County Data that is, or includes, Illegal Content, (a) County, and not Contractor, is the exclusive owner, controller, and sole possessor of such Illegal Content; (b) to the extent that Contractor receives any Illegal Content from, or Processes any Illegal Content on behalf of, County, Contractor is acting exclusively at the direction of County as County's agent; (c) County is solely responsible for, and holds Contractor harmless with respect to, all requirements under Law related to or arising from the use, possession, storage, or other Processing of such Illegal Content, including without limitation all reporting and notification requirements related thereto.

2.3 CJIS Requirements. For any CJIS Data, County will comply with the following CJIS requirements: (a) County agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for County Data and Third-Party Data; (b) County agrees to protect the Services and all Third-Party Data, in each case, by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) County will only provide access to the Services and any Third-Party Data through County

Exhibit E

managed role-based access and applied sharing rules configured by County; (d) County agrees to create and retain activity transaction logs to enable auditing by Contractor staff, CJIS, and any Third-Party Data owners; (e) County agrees to perform independent employment background screening for its staff at County's own expense; and (f) County agrees to reinforce staff policies for creating User accounts with only one County domain email address for each User, with exceptions only as granted in writing by Contractor.

3. Third-Party Platforms. Use of any Third-Party Platforms integrated into, or otherwise provided or used in connection with, the Services are subject to County's agreement with the relevant provider. Contractor disclaims all liability for Third-Party Platforms and their respective providers. By enabling a Third-Party Platform to interact with the Services, County authorizes Contractor to access and exchange County Data with such Third-Party Platform on County's behalf.

4. Restrictions. County will not (and will not permit anyone else to) do any of the following: (a) provide access to a Service to a third party (other than Users for use in accordance with this Agreement); (b) use any Service on behalf of, or to provide any product or service to, third parties; (c) use any Service to develop a similar product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any Service, except to the extent such a restriction is expressly prohibited by Law (and then only with prior notice to Contractor); (e) modify or create derivative works of any Service or copy any element of any Service; (f) remove or obscure any proprietary notices in any Service; (g) publish benchmarks or performance information about any Service; (h) interfere with the operation of any Service, circumvent any access restrictions, or conduct any security or vulnerability test of any Service; (i) take any action that risks harm to others or to the security, availability, or integrity of any Service; (j) access or use any Service for any fraudulent activities or in any manner that violates any Law; or (k) send, store, input, upload, submit, transmit, or otherwise provide any viruses or any infringing, unlawful, or injurious materials to or in connection with the Services.

5. Disclaimers.

5.1. General. The Services are provided "AS IS". Contractor, on its own behalf and on behalf of its suppliers and licensors, makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. Contractor does not warrant that County's use of the Services will be uninterrupted or error-free, that Contractor will review County Data for accuracy, or that it will maintain County Data without loss. Contractor is not liable for (a) delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside Contractor's control; (b) any decisions, actions, or omissions that County or any Users make as a result of using the Services or any Reports obtained or accessed via the Services or in connection with use of the Services; (c) any Third-Party Data, or Third-Party Platform; (d) any trial, beta, or other evaluation products or services; or (e) any Service suspension.

5.2 Service Output. County is responsible for reviewing all Reports to ensure they are accurate and appropriate for their intended use, as well as for how the Services and any related results, materials, or outputs are used or relied upon by County and Users. County acknowledges that Reports and Service Output may: (i) contain errors or inaccuracies due to input quality or limitations of the underlying technology; and (ii) include Third-Party Data or other third-party content. Contractor makes no representations or warranties about the accuracy, reliability, or error-free nature of Service Output and is not liable for County's use of any

Exhibit E

Service Output. Contractor is not a law firm, does not provide legal services or advice, and no attorney-client relationship is created. Any outputs generated are not legal advice and are not guaranteed to be correct, complete, or current.

6. Confidentiality.

6.1. Definition. “**Confidential Information**” means information disclosed to the receiving party (“**Recipient**”) under this Agreement that is designated by the disclosing party (“**Discloser**”) as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Contractor’s Confidential Information includes any technical or performance information about the Services. County’s Confidential Information includes County Data.

6.2. Obligations. As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as expressly permitted in this Agreement; and (b) only use Confidential Information to fulfill its obligations and exercise its rights expressly set forth in this Agreement. At Discloser’s request, Recipient will delete all Confidential Information, except, in the case where Contractor is the Recipient, Contractor may retain the County’s Confidential Information to the extent required to continue to provide the Services. Recipient may disclose Confidential Information to its employees, agents, contractors, subcontractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 6 and they are bound to confidentiality obligations no less protective than this Section 6.

6.3. Exclusions. These confidentiality obligations do not apply to information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) the receiving party rightfully knew or possessed prior to receipt under this Agreement; (c) the receiving party rightfully received from a third party without breach of confidentiality obligations; or (d) that is independently developed without using the other party’s Confidential Information.

6.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 6.

7. Definitions

7.1. “Affiliate” means an entity directly or indirectly owned or controlled by a party, where “ownership” means the beneficial ownership of 50% or more of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

7.2. “CJIS Data” means County Data that is subject to the requirements of the CJIS Security Policy set forth by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division.

7.3. “Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

7.4. “County Data” means any data or information that: (a) County (including its Users) submits to the Services, including from Third-Party Platforms; and (b) is Processed by Contractor to provide the Services to County.

Exhibit E

7.5. “County Systems” means County’s hardware, software, other technology, and infrastructure that County is required to provide and maintain in order for County to access and use the Services.

7.6. “Documentation” means the then-current version of Contractor’s usage guidelines and standard technical documentation for the Services that Contractor makes generally available to its customers of the applicable Services.

7.7. “Laws” means all applicable relevant local, state, federal and international laws, regulations and conventions.

7.8. “Order” means an order form that describes the Services being purchased by County that is executed by the parties and references this Agreement.

7.9. “Process” or “Processed” means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.

7.10. “Product Data” means information generated from the use of the Services, which data does not identify Users, any other natural human persons, or County, such as technical logs, data, and learnings about County’s use of the Services, or anonymized or aggregated versions of County Data that no longer identify County or any specific individual, but expressly excluding any identifiable County Data.

7.11. “Report” means any information, reports, outputs, or other materials obtained or accessed via, or provided by the Services, including Service Output.

7.12. “Service” or “Services” means the then-current version of Contractor’s proprietary platform and other Services that are identified in this Agreement or the relevant Order.

7.13. “Service Output” means any data, text, software, audio, video, images, content, computational results, predictions, recommendations, decisions, output, or other information or material that is provided by the Service, derived from County Data, and provided to County or its Affiliates, or any of their employees, agents, consultants, third-party contractors, vendors, customers, or end users.

7.14. “Sub-processor” means a third-party vendor or service provider that a company uses to help process data on its behalf.

7.15. “Subscription Term” means the period during which County’s subscription to access and use the Services is in effect, as identified in the applicable Order.

7.16. “System” means the software, hardware, platforms, applications, interfaces, databases, network components, configurations, and all related or supporting technological elements that Contractor provides, operates, hosts, maintains, or otherwise makes available to the County under this Agreement, including any upgrades, enhancements, modifications, or replacements thereof.

7.17. “Third-Party Data” means any third-party data that is licensed from third party vendors and made accessible via the Service. For clarity, Third-Party Data does not include any County Data.

7.18. “Third-Party Platform” means any third-party platform, database, add-on, service, or product not provided by Contractor that County elects to integrate or enable for use with any Service.

7.19. “User” means any employee or contractor of County or its Affiliates that County allows to use the Services on County’s behalf.

Exhibit F

Data Security

1. Definitions

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

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

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

(C) “**Director**” means the County’s Director of Internal Services/Chief Information Officer or his or her designee.

(D) “**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.

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

(F) “**Personal Information**” means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records. Personal Information does not include (i) Product Data as defined in Section 7.10 of Exhibit E to this Agreement, titled “Terms of Use,” or (ii) Contractor’s own confidential or proprietary information, including system metadata, that does not identify specific County data subjects.

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

(H) “**Security Safeguards**” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit F.

(I) “**Security Breach**” means (i) any act or omission that materially compromises either the security, confidentiality, or integrity of any Personal Information or the Security

Exhibit F

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.

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

2. Standard of Care

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

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

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

(i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;

(ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit F;

(iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion, provided that nothing herein restricts Contractor from using Product Data, as defined in Section 7.10 of Exhibit E to this Agreement, titled “Terms of Use,” for internal purposes as permitted under Section 1.2, “Product Data,” of Exhibit E to this Agreement and not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.

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

(E) The Contractor shall remain liable to the County for the actions and omissions of any

Exhibit F

Authorized Person to whom Contractor has Disclosed Personal Information as if they were the Contractor's own actions and omissions.

3. Information Security

(A) The Contractor covenants to the County that the Contractor's Use of Personal Information under this Agreement does and shall at all times use commercially reasonable efforts to comply with all applicable federal, state, and local, privacy and data protection

laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). 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.

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

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit F, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

(i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;

(ii) ensuring that all connectivity between Contractor's systems and County systems is through encrypted, authenticated connections in accordance with industry-standard security practices. Contractor shall provide County with documentation of its connectivity and access controls upon reasonable request;

(iii) to the extent that they contain or provide access to Personal Information, (a) securing 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, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior

Exhibit F

written consent of the Director;

(iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (using TLS 1.2 or higher, or another industry-accepted encryption protocol);

(v) logically segregating Personal Information from data of other customers using access controls, encryption, and multi-tenant architecture safeguards that prevent unauthorized cross-tenant access;

(vi) having a patch management process including installation of all operating system and software vendor security patches;

(vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and providing appropriate privacy and information security training to Authorized Employees.

(viii) providing appropriate privacy and information security training to Authorized Employees.

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

(E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have access to such backups upon reasonable request.

(F) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

(G) Contractor shall enforce multi-factor authentication and role-based access controls for all systems accessing County data.

4. Security Breach Procedures

(A) Within seventy-two (72) hours upon the Contractor's Confirmation of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach such notice to be given first by telephone at the following telephone numbers, followed promptly by email at the following email address: (559) 600-4463 or (559) 600-7154 / dahelp@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) 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. Contractor's obligation to notify shall not be deemed breached if Contractor provides notice within the time period set forth above and supplements such notice as additional information becomes available.

(B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit F, the Parties shall coordinate with each other to investigate the Security Breach. Through the

Exhibit F

Contractor's Incident Response Team, the Contractor will advise and debrief the County on investigation efforts and findings.

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.

(C) 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 that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit F, 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 for that determination.

(D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take 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 relation to any litigation or other action described section 4(E) of this Exhibit F, which for the avoidance of doubt, shall be subject to the limitations of liability in this Agreement.

(E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

(A) 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.

(B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit F, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, upon not less than thirty (30) days' prior written notice and no more than once per twelve-month period (unless a Security Breach has occurred), permission to perform an assessment, audit, examination or review

of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. Such assessment shall be conducted during normal business hours, subject to Contractor's reasonable security and confidentiality requirements, and shall not unreasonably interfere with Contractor's operations. Contractor may satisfy audit requests by providing a current SOC 2 Type II report or equivalent third-party certification. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable. In addition, the Contractor shall provide the County with the results of any

Exhibit F

audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit F. The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit F. 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.

6. **Audit.** Contractor shall provide annually, upon request, independent third-party security assurance reports such as SOC 2 Type II or ISO 27001 certification. Delivery of a current SOC 2 Type II report or ISO 27001 certification shall satisfy the County's audit rights under Section 5(B) for the period covered by such report, absent a confirmed Security Breach during such period.

6. **Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall securely delete all County Data within thirty (30) days and certify deletion in writing as provided in Article 5, "Notices," of the Agreement, and shall instruct all Authorized Persons to promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit F, 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 of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit F 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 6. The Contractor's obligations under this section 6 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.

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

8. **Indemnity.** 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 third-party claims arising from (1) the infringement of third-party intellectual property rights, including, but not limited to infringement of copyright, trademark, and trade dress, and (2) the unauthorized Use or Disclosure of Personal Information arising out of or resulting from the Contractor's failure

Exhibit F

to materially comply with any of its obligations under this Exhibit F. These obligations apply only if the County promptly notifies Contractor of the claim, allows Contractor exclusive control over its defense and settlement, and provides reasonable cooperation at Contractor's expense (provided that County may participate in the defense with its own counsel at its own expense).

County may not settle an indemnified claim without Contractor's prior written consent. Contractor may not settle an indemnified claim without County's prior written consent if the settlement would require the County party to admit fault or have non-monetary obligations.

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

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

11. **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 Compliant.

CLOSURE INTELLIGENCE PLATFORM
Subscription Service Allotment Increase
ORDER FORM

Order Information

County / Agency Name: _____

Agreement Date: _____

Order Date: _____

Current Annual Period: _____

Requested by (Name / Title): _____

Allotment Increase Details

Each Allotment Increase adds the following to the current annual period allotments:

Processing Type	Additional Allotment Per Increase
Audio / Video Processing	3,000 hours
Document Processing	1,000,000 pages
Image Processing	2,000,000 images

Number of Allotment Increases Requested

Each Allotment Increase raises the Annual Price of the Closure Intelligence Platform License by **10%** for the then-current annual period (no proration).

Allotment Increases	Additional Annual Fee
1 Increase	\$13,500
2 Increases	\$27,000
3 Increases	\$40,500
4 Increases	\$54,000
5 Increases	\$67,500

Number of Allotment Increases Requested: _____

Additional Annual Fee Amount: _____

Exhibit G

Authorization

By signing below, the County authorizes the purchase of the Allotment Increase(s) specified above, pursuant to Section 2 ("Allotment Increase Fees") of Exhibit B of the Agreement. The additional fees shall be invoiced and payable in accordance with the Payment Terms set forth in Exhibit B.

COUNTY

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR (Closure)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This Order Form is incorporated into and subject to the terms and conditions of the Agreement between the County and Contractor, including Exhibit A (Scope of Services) and Exhibit B (Compensation).