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**SERVICE AGREEMENT**

This Service Agreement (“Agreement”) is dated \_\_\_\_\_ (“Effective Date”) and is between Panoramic Software Corporation, a California corporation (“Contractor”), and the County of Fresno, a political subdivision of the State of California (“County”).

**Recitals**

- A. On January 7, 2020, the County entered into a retroactive agreement (identified as agreement number A-20-012) with CompuTrust Software Corporation for support and maintenance of its Case Management and Trust Accounting System (“CT”) in use by the Public Administrator’s Office, which expired on June 30, 2024.
- B. The County has an ongoing need for a modern case management system to administer estates, manage trust and court accounts, and inventory real and personal property of persons who have died intestate.
- C. The County participated in demonstrations by two vendors for evaluation and concluded that the Contractor’s PAPro software (the “Software” or “System”) satisfies the County’s need for a modern case management system that fulfills regulatory requirements and uses modern development technologies to meet the County’s future needs.
- D. The County and the Contractor now desire to enter into an agreement through a suspension of competition to provide Software licenses, support, and related services to the County as set forth under this Agreement.

The parties therefore agree as follows:

**Article 1**

**Contractor’s Services**

- 1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services.”
- 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.
- 1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this

1 Agreement, including but not limited to workers compensation, labor, and confidentiality laws  
2 and regulations.

3 1.4 **Security and Privacy.** The Contractor shall comply with data security requirements set  
4 forth in Exhibit E, titled "Data Security", attached and incorporated by this reference.

5 1.5 **Compliance with FSO Technology Standards.** The Contractor shall comply with the  
6 technology standards set forth in Exhibit F, titled "FSO Technology Standards", attached and  
7 incorporated by this reference

8 1.6 **Infringement.** The Contractor represents and warrants that it has full right and authority  
9 to grant to the County the licenses herein and that the services provided under this Agreement  
10 do not infringe upon or violate the United States patent rights of any third party and do not  
11 infringe upon or violate the copyright, or trade secret right of any third party. This section 1.6  
12 survives the termination of this Agreement.

13 1.7 **Warranty.** The Contractor warrants that the Services, including the Software, will  
14 materially comply with its published specifications. If Contractor breaches this warranty,  
15 Contractor will (at Contractor's option) repair or replace the Software within a reasonable time  
16 period or refund the fees for the period in which the Software did not materially conform to its  
17 specifications. This is County's only remedy for breach of the warranty above and cannot be  
18 used with other relief mechanisms (e.g., County cannot claim a breach of warranty and collect  
19 any SLA credits or the like for the same event). In order to receive this remedy County must  
20 promptly notify Contractor of a breach of this warranty.

21 **Article 2**

22 **County's Responsibilities**

23 2.1 **County Contract Administrator.** The County appoints the Sheriff-Coroner-Public  
24 Administrator of Fresno County, or his or her designee, as the County's Contract Administrator  
25 for this Agreement, who will coordinate all activities with the Contractor. The Contract  
26 Administrator shall have full authority to make decisions on behalf of the County concerning this  
27 Agreement, in accordance with the terms of this Agreement, with the exception of amending or  
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1 terminating this Agreement or increasing the County’s fiscal year or total compensation  
2 maximums.

3 **2.2 Internet Access.** The County shall provide Internet access and devices with a  
4 supported browser (Chrome or Edge) for authorized County users (“Authorized Users”) to  
5 access the System from the PA Office to simulate real world connection speeds.

6 **2.3 Staff Availability.** The County shall provide availability of FSO IT Staff for proper  
7 desktop configuration and legacy data export from the existing CT system. The County shall  
8 further provide availability of Public Administrator’s Office staff for User Acceptance Testing  
9 (“UAT”).

10 **Article 3**

11 **License, Ownership, and Restrictions on Use**

12 **3.1 Grant of License.** The Contractor hereby grants the County a limited, non-exclusive and  
13 non-transferable license (the “License”), without right of sublicense, during the term of this  
14 Agreement, to access the System via County's existing and continuing Internet Service Provider  
15 (“ISP”), and to permit Authorized Users to use the System, subject to the terms and conditions  
16 of this Agreement. All rights in the System not expressly granted hereunder are reserved to the  
17 Contractor.

18 **3.2 Scope.** The License granted herein shall consist solely of: (i) the limited, non-exclusive,  
19 non-transferable right of the County to access the System via the Internet; (ii) the limited, non-  
20 exclusive, non-transferable right of the County to copy the County Data; and (iii) the right to  
21 have Authorized Users receive and use the online documentation provided for and stored in the  
22 System. The License granted herein shall not entitle the County to: (a) access the System other  
23 than in connection with the County's business purposes; or (b) permit any person or entity other  
24 than Authorized Users to access the System; or (c) to modify or enhance the System in any  
25 respect; or (d) to transfer or distribute any right to the System to any other person or entity.

26 **3.3 Ownership.** The County acknowledges and agrees that, as between Contractor and  
27 County, title and full ownership of all rights in and to the System and all other materials provided  
28 to the County hereunder shall remain with Contractor. The County further acknowledges and

1 agrees that the System, and all ideas and expressions contained therein, are proprietary  
2 information and trade secrets of Contractor. The Contractor retains full ownership of all rights to  
3 the System and any associated documentation. Any custom modules or enhancements  
4 developed for the County during the term of this Agreement shall be owned by the Contractor.  
5 The County shall have a non-exclusive license to use these custom modules for internal  
6 purposes only, and may not modify, distribute, or sublicense them without the Contractor's  
7 express written consent.

8 **3.4 Restrictions on Use.** The County shall not edit, alter, abridge or otherwise change, in  
9 any manner, any and all content including, without limitation, all copyright and proprietary rights  
10 notices, except content that is exclusively entered into the System by the County. The County  
11 may not, and may not permit others to: (i) reverse engineer, decompile, decode, decrypt,  
12 disassemble, or in any way derive source code from, the Software or System; (ii) modify,  
13 translate, adapt, alter, or create derivative works from the System; (iii) copy (other than for back-  
14 up copy purposes), distribute, publicly display, transmit, sell, rent, lease, or otherwise exploit the  
15 System; or (iv) distribute, sublicense, rent, lease, loan, or grant access to the System to any  
16 third party.

17 **Article 4**

18 **Compensation, Invoices, and Payments**

19 4.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the  
20 performance of its services under this Agreement as described in Exhibit B to this Agreement,  
21 titled "Compensation", attached and incorporated by this reference. Year one compensation,  
22 including implementation and data conversion, shall be \$145,000.00, due upon completion and  
23 written approval by the County for production deployment. County may also opt to compensate  
24 Contractor up to an additional \$32,000.00 for custom development by Contractor on an as-  
25 needed basis at a rate of \$175.00 per hour. Compensation for hosting, support, and  
26 maintenance for years two and three shall be \$30,000 each year and optional years four and  
27 five shall be \$31,500 each year, due annually at the start of each period.

1        **4.2 Maximum Compensation.** The maximum compensation payable to the Contractor is  
2 \$237,000.00 for the initial three-year term of this Agreement. If this Agreement is extended to  
3 Year 4, as provided in Article 5, below, the maximum compensation payable to the Contractor  
4 under this Agreement will increase to \$268,500.00. If this Agreement is extended to Year 5, as  
5 provided in Article 5, below, the maximum compensation payable to Contractor under this  
6 Agreement will increase to \$300,000.00. The total maximum compensation payable to  
7 Contractor under this Agreement for the entire potential five-year term is \$300,000.00.

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

15        **4.3 Invoices.** The Contractor shall submit invoices to:

16                County of Fresno, Sheriff-Coroner-Public Administrator's Office  
17                2200 Fresno Street  
18                Fresno, CA 93721-1703  
19                Attention: Account Payables

20        The Contractor shall submit an invoice for Initial Services within 60 days after completion  
21 and acceptance of the Initial Services. The Contractor shall thereafter submit invoices within 60  
22 days of the start of each annual Hosting, Support, and Maintenance period.

23        **4.4 Payment.** The County shall pay each correctly completed and timely submitted invoice  
24 within 45 days after receipt. The County shall remit any payment to the Contractor's address  
25 specified in the invoice.

26        **4.5 Incidental Expenses.** The Contractor is solely responsible for all of its costs and  
27 expenses that are not specified as payable by the County under this Agreement.  
28

1 **Article 5**

2 **Term of Agreement**

3 5.1 **Term.** This Agreement becomes effective on the Effective Date and will terminate three  
4 (3) years thereafter except as provided in section 5.2, "Extension," or Article 7, "Termination and  
5 Suspension," below.

6 5.2 **Extension.** The term of this Agreement may be extended for no more than two, one-  
7 year periods only upon written approval of both parties at least 30 days before the first day of  
8 the next one-year extension period. The Contract Administrator is authorized to sign the written  
9 approval on behalf of the County based on the Contractor's satisfactory performance. The  
10 extension of this Agreement by the County is not a waiver or compromise of any default or  
11 breach of this Agreement by the Contractor existing at the time of the extension whether or not  
12 known to the County.

13 **Article 6**

14 **Notices**

15 6.1 **Contact Information.** The persons and their addresses having authority to give and  
16 receive notices provided for or permitted under this Agreement include the following:

17 **For the County:**  
18 Sheriff-Coroner-Public Administrator's Office, IT Division  
19 County of Fresno  
20 2200 Fresno Street  
Fresno, CA 93721-1703  
Sheriff.Payables@fresnosheriff.org

21 **For the Contractor:**  
22 Panoramic Software Corporation  
23 Jeff von Waldburg  
32932 Pacific Coast Highway  
#14-482  
Dana Point, CA 92629  
[jeff@panosoft.com](mailto:jeff@panosoft.com)

24  
25 6.2 **Change of Contact Information.** Either party may change the information in section 5.1  
26 by giving notice as provided in section 5.3.

27 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or  
28 permitted under this Agreement must be in writing, state that it is a notice provided under this

1 Agreement, and be delivered either by personal service, by first-class United States mail, by an  
2 overnight commercial courier service, by telephonic facsimile transmission, or by Portable  
3 Document Format (PDF) document attached to an email.

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

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

8 (3) A notice delivered by an overnight commercial courier service is effective one  
9 County business day after deposit with the overnight commercial courier service,  
10 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
11 the recipient.

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

17 **6.4 Claims Presentation.** For all claims arising from or related to this Agreement, nothing in  
18 this Agreement establishes, waives, or modifies any claims presentation requirements or  
19 procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the  
20 Government Code, beginning with section 810).

21 **Article 7**

22 **Termination and Suspension**

23 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent  
24 on the approval of funds by the appropriating government agency. If sufficient funds are not  
25 allocated, then the County, upon at least 30 days' advance written notice to the Contractor,  
26 may:

27 (1) Modify the services provided by the Contractor under this Agreement; or

28 (2) Terminate this Agreement.

1       **7.2 Termination for Breach.**

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

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

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

- 10           (1)     Obtained or used funds illegally or improperly;
- 11           (2)     Failed to comply with any part of this Agreement;
- 12           (3)     Submitted a substantially incorrect or incomplete report to the County; or
- 13           (4)     Improperly performed any of its obligations under this Agreement.

14       **7.3 Termination without Cause.** In circumstances other than those set forth above, the  
15       County may terminate this Agreement by giving at least 30 days advance written notice to the  
16       Contractor.

17       **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County  
18       under this Article 7 is without penalty to or further obligation of the County.

19       **7.5 County's Rights upon Termination.** Upon termination for breach under this Article 7,  
20       the County may demand repayment by the Contractor of any monies disbursed to the  
21       Contractor under this Agreement that, in the County's sole judgment, were not expended in  
22       compliance with this Agreement. The Contractor shall promptly refund all such monies upon  
23       demand, including a prorated portion of any annual fees prepaid that were not expended in  
24       compliance with this Agreement. The prorated portion shall be determined by dividing the  
25       annual fee by twelve, and refunding to County the prorated amount for months not used by  
26       County after and including the breach. For example, if County only received six months of  
27       satisfactory service prior to the breach, Contractor shall refund to County six months of fees.  
28       This section 6.5 survives the termination of this Agreement.

1 **Article 8**

2 **Independent Contractor**

3 8.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
4 agents, employees, and volunteers, is at all times acting and performing as an independent  
5 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
6 venturer, partner, or associate of the County.

7 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
8 manner or method of the Contractor's performance under this Agreement, but the County may  
9 verify that the Contractor is performing according to the terms of this Agreement.

10 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
11 right to employment rights or benefits available to County employees. The Contractor is solely  
12 responsible for providing to its own employees all employee benefits required by law. The  
13 Contractor shall save the County harmless from all matters relating to the payment of  
14 Contractor's employees, including compliance with Social Security withholding and all related  
15 regulations.

16 8.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement,  
17 the Contractor may provide services to others unrelated to the County.

18 **Article 9**

19 **Indemnity and Defense**

20 9.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County  
21 (including its officers, agents, employees, and volunteers) against all claims, demands, injuries,  
22 damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of  
23 any kind to the County, the Contractor, or any third party that arise from or relate to the  
24 performance or failure to perform by the Contractor (or any of its officers, agents,  
25 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
26 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
27 defend the County.

28 9.2 **Survival.** This Article 9 survives the termination or expiration of this Agreement.

1 **Article 10**

2 **Insurance**

3 10.1 The Contractor shall comply with all the insurance requirements in Exhibit D to  
4 this Agreement.

5 **Article 11**

6 **Inspections, Audits, and Public Records**

7 11.1 **Inspection of Documents.** The Contractor shall make available to the County,  
8 and the County may examine at any time during business hours and as often as the County  
9 deems necessary, all of the Contractor's records and data with respect to the matters covered  
10 by this Agreement, excluding attorney-client privileged communications. The Contractor shall,  
11 upon request by the County, permit the County to audit and inspect all of such records and data  
12 to ensure the Contractor's compliance with the terms of this Agreement.

13 11.2 **State Audit Requirements.** If the compensation to be paid by the County under  
14 this Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
15 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
16 years after final payment under this Agreement. This section survives the termination of this  
17 Agreement.

18 11.3 **Public Records.** The County is not limited in any manner with respect to its  
19 public disclosure of this Agreement or any record or data that the Contractor may provide to the  
20 County. The County's public disclosure of this Agreement or any record or data that the  
21 Contractor may provide to the County may include but is not limited to the following:

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

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

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

4 (4) This Agreement, and any record or data that the Contractor may provide to the  
5 County, is subject to public disclosure as a public record under the California Public  
6 Records Act (California Government Code, Title 1, Division 10, beginning with section  
7 7920.000) ("CPRA").

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

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

16 11.4 **Public Records Act Requests.** If the County receives a written or oral request  
17 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
18 and which the County has a right, under any provision of this Agreement or applicable law, to  
19 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
20 County, for purposes of public disclosure, the requested records that may be in the possession  
21 or control of the Contractor. Within five business days after the County's demand, the  
22 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
23 possession or control, together with a written statement that the Contractor, after conducting a  
24 diligent search, has produced all requested records that are in the Contractor's possession or  
25 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
26 diligent search, does not possess or control any of the requested records. The Contractor shall  
27 cooperate with the County with respect to any County demand for such records. If the  
28 Contractor wishes to assert that any specific record or data is exempt from disclosure under the

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

10 **Article 12**

11 **Disclosure of Self-Dealing Transactions**

12 12.1 **Applicability.** This Article 12 applies if the Contractor is operating as a  
13 corporation, or changes its status to operate as a corporation.

14 12.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to  
15 a self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
16 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to  
17 the County before commencing the transaction or immediately after.

18 12.3 **Definition.** "Self-dealing transaction" means a transaction to which the  
19 Contractor is a party and in which one or more of its directors, as an individual, has a material  
20 financial interest.

21 **Article 13**

22 **General Terms**

23 13.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this  
24 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
25 by both parties. The Contractor acknowledges that County employees have no authority to  
26 modify this Agreement except as expressly provided in this Agreement.

27 13.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
28 under this Agreement without the prior written consent of the other party.

1           13.3           **Governing Law.** The laws of the State of California govern all matters arising  
2 from or related to this Agreement.

3           13.4           **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           13.5           **Construction.** The final form of this Agreement is the result of the parties'  
8 combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to  
9 be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
10 against either party.

11          13.6           **Days.** Unless otherwise specified, "days" means calendar days.

12          13.7           **Headings.** The headings and section titles in this Agreement are for convenience  
13 only and are not part of this Agreement.

14          13.8           **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          13.9           **Nondiscrimination.** During the performance of this Agreement, the Contractor  
20 shall not unlawfully discriminate against any employee or applicant for employment, or recipient  
21 of 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          13.10          **No Waiver.** Payment, waiver, or discharge by the County of any liability or  
26 obligation of the Contractor under this Agreement on any one or more occasions is not a waiver  
27 of 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       13.11       **Entire Agreement.** This Agreement, including its exhibits, is the entire  
2 agreement between the Contractor and the County with respect to the subject matter of this  
3 Agreement, and it supersedes all previous negotiations, proposals, commitments, writings,  
4 advertisements, publications, and understandings of any nature unless those things are  
5 expressly included in this Agreement. If there is any inconsistency between the terms of this  
6 Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be  
7 resolved by giving precedence first to the terms of this Agreement without its exhibits, and then  
8 to the terms of the exhibits.

9       13.12       **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
10 create any rights or obligations for any person or entity except for the parties.

11       13.13       **Authorized Signature.** The Contractor represents and warrants to the County  
12 that:

13               (1) The Contractor is duly authorized and empowered to sign and perform its  
14 obligations under this Agreement.

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

18       13.14       **Electronic Signatures.** The parties agree that this Agreement may be executed  
19 by electronic signature as provided in this section.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

Panoramic Software Corporation

COUNTY OF FRESNO

DocuSigned by:  
**JEFF VON WALDBURG**  
276648C14DAE4FC

Jeff von Waldburg, President and CEO

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

32932 Pacific Coast Highway  
#14-482  
Dana Point, CA 92629

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

By: \_\_\_\_\_  
Deputy

For accounting use only:

Org No.: 31112425  
Account No.: 7311  
Fund No.: 0001  
Subclass No.: 10000

## Exhibit A

### Scope of Services

1  
2       1. **Software Deployment** - The Contractor will provide an off-the-shelf version of its  
3 Software which will be configured to meet the needs of the County. The final application will be  
4 hosted by the Contractor in the Amazon Web Services (AWS) cloud within the United States,  
5 and will consist of a code base, database, and document repository specific to the County,  
6 separate from other customers. Upon final implementation, and as described herein, the County  
7 users will be able to enter case demographics into the system, perform all necessary accounting  
8 functions, manage assets for each case throughout the different case types and their life cycles,  
9 and generate various reports related to each case. If configuration modifications beyond those  
10 scoped by this document arise during the project, the team will document these requests and  
11 either implement them as an addendum to this project or as a potential future project.

12       2. **Development and Testing Environment** - The Contractor will deploy a development  
13 environment – a functional application available to the project team for use during design and  
14 implementation. The development environment will be used to demonstrate modifications made  
15 throughout project design, allow the County users to test functionality prior to implementation,  
16 run preliminary data conversions, and be used during UAT and user training.

17       3. **Security** – The Contractor will work with the County stakeholders to set up the  
18 configurable aspects of the Software security schema based on the access rights that users  
19 should have based on various user roles.

20       4. **User Roles** – Standard user roles will be discussed, and details of required user roles  
21 will be documented. The base Software begins with the following roles:

- 22       - Case Manager
- 23       - Case Manager Supervisor
- 24       - Accountant
- 25       - Accounting Supervisor
- 26       - Administrator

27 The Contractor expects these roles to be sufficient for the purposes of the County.  
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## Exhibit A

1        5. **Training** – The Contractor will provide comprehensive virtual training sessions. Training  
2 sessions will be conducted via a secure online platform and scheduled at convenient times to  
3 accommodate users' availability. Each training session will have a duration of at least 1 hour per  
4 week and be tailored to the specific roles within the office, ensuring that training is relevant,  
5 practical, and results in full user comfort with the Software. Training will cover the key system  
6 functionalities, workflows, and day-to-day operations, including the Case Management modules,  
7 Accounting modules, and Administration modules as defined in Sections 6 and 7 of this Exhibit  
8 A, and reporting. For additional instruction, Contractor asserts it has placed comprehensive help  
9 manuals embedded within the Software, covering each module and various business  
10 processes.

11        6. **Client Management** – The base client management module in the Software will capture  
12 the necessary high-level details to manage a case and all its nuances. The user interface will be  
13 the Contractor's current web toolkit platform with minor screen configurations defined during the  
14 project. The baseline functionality for the Software includes:

- 15        - Face Sheet – Main screen for entering client demographics and key information
- 16        - Appointment History – List of appointment records for a specific client
- 17        - Contacts – Entering contact information for persons associated with the client
- 18        - Court Accounting – Standard set of court accounting reports in Judicial Council format
- 19        - Events – List of interactions and case activity for a specific client
- 20        - Inventory – Track details regarding client assets in accordance with California state  
21 probate code such as status, location, pictures, relevant documents, and asset disposition.
- 22        - I&A History – To Inventory and Appraisal reports for submission to court
- 23        - Creditor Claims – Tracking of claims made by creditors against the estate of the client  
24 including contact information, due dates, claim amounts, rejected amounts, allowed  
25 amounts, and dates for those value determinations.
- 26        - Status History – Tracking status history associated with the client through the case from  
27 Referral, Investigation, Open, Pending Closed, and Closed.

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## Exhibit A

1 - Tasks – Used to assign tasks to other users. Automatic generation of tasks is outside the  
2 scope of this Agreement.

3 - Transactions/Payment Requests – Track’s payments, receipts, and journals related to a  
4 client

5 Client Management will contain the following base collection of reports:

6 - Active Client Balance List

7 - Balance on Date

8 - Client Balance for Date

9 - Client List

10 - Contact List

11 - Court Accounting Report

12 - Event List

13 - I&A Attachments

14 - Income Statement

15 - Inventory Values

16 - Client Ledger

17 - Status History By Date

18 **7. Accounting Module** – The base accounting module in the Software will handle fiduciary  
19 accounting across multiple clients and will conform to accounting principles applicable to a  
20 fiduciary type operation. The Software will enforce segregation of duties, internal control  
21 standards, security practices, and tiered approvals consistent with industry and fiduciary fiscal  
22 guidelines for Public Administrator business rules. The accounting module will integrate with the  
23 Case Management module. Accountant level users will have access to the full suite of  
24 accounting specific functionality.

25 The base accounting module functionality will be configured to meet the needs of the Fresno  
26 PA user base. The top-level features of accounting operations will include:

27 - Transaction Batches

28 - Bank Import

## Exhibit A

- 1 - Accounts
- 2 - Bank Reconciliation
- 3 - Vendor Management
- 4 - End of Period
- 5 - Interest Distribution
- 6 - Process ACH

7 The Software accounting functions are based on grouping transactions into “batches,” which  
8 are processed together. Batching will allow Fresno PA users to manage the volume of  
9 transactions needed to be processed division wide, through groups of transactions rather than  
10 on single transactions.

11 The Accounting Module will contain the following base collection of reports:

- 12 - Accountings Due
- 13 - ACH Matched/Unmatched
- 14 - Agency Balance Report
- 15 - Agency Balance By Batch
- 16 - Income Statement Agency
- 17 - Account Code Ledger
- 18 - Agency Ledger
- 19 - Bank Recon
- 20 - Vendor Ledger
- 21 - Overdraft Report
- 22 - Proof List Reports
- 23 - Revolving Fund
- 24 - Transaction Listing Report
- 25 - Transactions for Batch Type
- 26 - Open Transactions Report
- 27 - Verify Balance Report

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## Exhibit A

1        **8. Core Application Functionality** – Grids will be utilized throughout the Software and can  
2 be manipulated to display custom fields based on the preferences of the County. The Contractor  
3 and the County will identify the optimal fields to display in each grid and customize the system  
4 to make this the default for the County users.

5 Each grid has customized views. Views are filtered sets of data displayed in the grid. The  
6 Contractor and the County will evaluate functionality and workflow to determine the most useful  
7 views for each grid. These views will be permanently saved and made available to County  
8 users.

9        **9. Data Conversion** – The Contractor will convert the existing CT data for import into the  
10 Software. The County will need to provide an export of the CT data several times during the  
11 project for the development of conversion scripts, testing, and the final Go-Live conversion. The  
12 Contractor will analyze and map each data element from CT into the Software. Data mapping  
13 may require translation when the legacy data architecture does not align with the Software data  
14 structure which could result in data split across separate tables in the Software or alternately  
15 multiple sources merged into one. Lookup values and codes will be translated to the Software  
16 design. Data will be validated and cleaned prior to insertion into the Software. During validation,  
17 comparable reports will be run in both CT and the Software and evaluated. Totals must match  
18 exactly to ensure a successful, auditable transition from CT to the Software.

### 10. Service Level Agreement

19        **(A) Service Availability** - Data access within the environment will be available on a 24-  
20 hour per day, 7-days per week basis, divided into prime hours of 7 am to 7 pm PST  
21 on regular customer workdays with a service availability objective of 99% uptime,  
22 and non-prime hours of 7 pm to 7 am PST on regular customer workdays and all day  
23 on customer non-workdays with a service availability objective of 95% uptime with  
24 the exception of:  
25

- 26        (1) Periods of Scheduled maintenance, which the Contractor will perform (if needed)  
27                on Sunday between the hours of 6 am and 12 pm PST at each data center to  
28                which a customer is linked;

## Exhibit A

(2) Loss of service due to circumstances that are normally covered under “Force Majeure” clauses, such as power outages due to weather, fires, floods, other acts of nature, strikes, lock-outs, and acts of war or sabotage;

Calculated uptime for the Prime-Time hours and Non-Prime-Time hours for that quarter as follows:

- Prime-Time Uptime =  $1 - (\text{\#-of-hours-of-prime-DT} / \text{Total-number-of-hours-of-prime-time})$

- Non-Prime-Time Uptime =  $1 - (\text{\#-of-hours-of-non-prime-DT} / \text{Total-number-of-hours-of-non-prime-time})$

Where Downtime (DT) is defined as the period of time that the Software is not accessible to the end-users or a critical process is not functioning properly at a critical time (defined below as an “Urgent” Priority request (see below). Intermittent downtime for a period of less than 5 minutes will not be counted towards any Downtime Periods.

**(B) Outage Notification** - During its regular business hours (7:00AM – 5:00PM PST), the Contractor will respond to Support Ticket or Support Phone Call within 15 minutes to reports of an outage or significant performance issue. After access and/or performance has been restored, details of the cause of the outage or performance issue will be provided to the customer’s “critical contact”. The Contractor has created an email account (support@panosoft.com) for customers to communicate their support issues to the Contractor. This account is set up to forward emails to support staff in the Contractor who can investigate an issue and determine an effective solution to correct the problem. Anytime a customer feels they have an urgent issue they directly may call the Support Team or Project Manager to help solve a particular critical issue at 1-877-558-8526

**(C) Services Definition** - The following tables describe the Services, Support Request Categories, Request Priorities, and the Request Priority Response Time supported by the Contractor. The Contractor or the County can open a ticket request for service

## Exhibit A

1 or report an issue in the Contractor’s ticketing system. The ticket will include, at a  
 2 minimum, a description of the issue/request and steps to duplicate where possible,  
 3 date-time of the issue/request, name of the requestor, Support Request Category,  
 4 Priority, and the actual time to resolve. Before closing a ticket, the Contractor will  
 5 verify/confirm with the original requestor that the issue/request has been  
 6 resolved/completed.

7 (1) **Services** - The Contractor has developed the following Services and their  
 8 corresponding target level as defined in the following table (*Please note that the*  
 9 *Target Level times are measured from the time of the customer approval to the*  
 10 *time the service has been provided in either the Test environment or the*  
 11 *Production environment, depending on the request. Times are determined on*  
 12 *Customer Engagement and turn-around time and may vary from below*  
 13 *estimates*):

<i>Service</i>	<i>Target Level</i>
Application Availability (Prime)	99%
Application Availability (non-Prime)	95%
Application Hours Available (Prime)	7 am – 7 pm PST
Application Hours Available (non-Prime)	7 pm – 7 am PST
Application Support	7 am – 5 pm PST (or Emergency Outage)
Maintenance Window	Sunday 6 am – 12 pm PST (see Maintenance Window section for more details)
Test and implement application upgrade <sup>1</sup>	<i>1 week</i>
Application configuration modification (changes under 2 hours)	<i>4 weeks</i>
“Purge” Cases upon written request from the customer’s Contract Contact	<i>8 weeks</i>
Incorporate new form letters into the application based on customer-provided Word templates.	<i>1 week</i>

## Exhibit A

<sup>1</sup> Panoramic Software Application upgrades that include planned maintenance and enhancements are scheduled on a weekly basis. If a Panoramic Software System-Wide defect is found, depending on the severity, it might be migrated to production on an exception basis. In either case Panoramic will notify customer in advance. Application Configuration changes that do not require the application to be refreshed can be accommodated on a daily and emergency basis. If a configuration change requires an application refresh, then the normal weekly schedule would apply unless required in a daily (emergency) release. Releases to production are controlled through the Panoramic Software IT Administration and Support Teams.

(2) **Support Request Categories** – Requests for support will be typed into three broad categories as defined in the following table:

Support Request Category	Definition
Configuration Changes	Existing field label or attribute changes
Maintenance	Defined to be any IT Administration work required to keep the system functioning as designed. This includes but may not be limited to apply bug fixes, system patches, data value based modifications (note 1), scheduled releases, database monitoring and tuning, and making any routine updates at no additional cost under the maintenance agreement. Examples of “routine” changes are updating options in a drop down field; minor report modifications like formatting changes or adding a summary count; adding new form letters; adding a new field to a system page; or minor cosmetic changes to pages.
Enhancements requested by the customer (different than “Software Enhancements” referred to in the Software Maintenance Agreement, as those refer to enhancements to the base product that all customers receive)	Changes that require new database fields or modification to existing application objects: Modules, Screens, New Fields, New Values, and New Reports. Enhancement requests (not covered under standard Support) will be evaluated, prioritized and quoted individually.

Note 1: “Data value based modification” = A customer may request that Panoramic Software clean up data which has been entered incorrectly, and they don’t have the access to change it. An example is a user voids the wrong check, and then unvoids it through the system. The judge to whom the annual accounting is submitted doesn’t want to see erroneous transactions. Panoramic Software can clean up the data error but will require written authorization from the Customer’s Contract POC to authorize this type of change because of auditing requirements

(3) **Request Priority** - Support requests will be assigned a priority in accordance with the following table:

### Exhibit A

Priority Level	Reason	Example
Urgent	No Workaround - Multiple resources (people/processes are down) or a critical process is not functioning properly at a critical time.	Application Server Down Router/Switch Down DNS Server Down
High	Workaround – Multiple resources (people/processes are down)	(single) – cannot login (group) – application bug
Medium	Workaround - A single user is impacted but not down.  (Most requests fall into this priority)  A single user is somewhat impacted by the issue.  A group is somewhat impacted by the issue.	Application enhancement request  Code Table Change Request  Workflow Change Request
Low	Workaround - A single user is somewhat impacted by the issue	Application enhancement request  Workflow Change Request

(4) **Request Priority Response Time** - Responses to requests will be within the following times 98% of the time measured on a quarterly basis:

Priority Level	Acknowledgement <sup>2</sup>	Problem Diagnosis	Resolution Time
			<i>*dependent upon problem complication and customer engagement and turn around time (Change Control Process)</i>
Urgent	5 minutes	As required	2 hours*
High	5 minutes	As required	1 week
Medium	5 minutes	As required	2 weeks
Low	5 minutes	As required	3 weeks

<sup>2</sup> Acknowledgment for all priority levels may be satisfied by an automated system-generated receipt confirmation.

## Exhibit A

### 1 (D) Support Level Definitions

2 (1) **Level-1** - First line support, typically referred to as the Help Desk. The  
3 responsibilities of this level are:

- 4 - To be available to answer user calls during normal operation hours
- 5 - To be able to help users with any usability issue that is covered in either  
6 training manuals or user and system documentation
- 7 - To document all issues that are reported, and see the issue through to  
8 resolution
- 9 - To interface with Level-2 support when an issue cannot be resolved at Level-1

10 (2) **Level-2** - Responsible for handling any calls that Level-1 does not have the  
11 knowledge or technical ability to handle. The staff at this level typically has more  
12 technical knowledge about the specifics of the system than do the Level-1 staff.  
13 The main purpose of Level-2 support is to investigate the issues in more detail  
14 and determine whether the issue is a system problem or a user training issue.

15 The responsibilities of this level are:

- 16 - Perform analysis to determine whether it is a user training issue, system  
17 configuration issue, or system setup issue
- 18 - Work with Level-1 support if the issue is a training or system setup issue
- 19 - Work with Level-3 support if the issue is a system problem or bug

20 (3) **Level-3** - Responsible for handling all issues that are determined to be system  
21 problems / bugs. Typically, this level is staffed by members of the product  
22 development team. The responsibilities of this level are:

- 23 - Coordinate with Level-2 support to understand and further document the issue
- 24 - Perform detailed analysis of the issue, working with the appropriate  
25 development team members when needed
- 26 - Determine the appropriate course of action to mitigate the issue

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## Exhibit A

1 (4) **Level-4** – Handles issues beyond the scope of Level-3. These may be related to  
2 the infrastructure applications are hosted on. These fixes affect all customers of  
3 the Contractor. The responsibilities of this level are:

- 4 - Support the toolkit upon which all applications are built
- 5 - Maintain servers, URL's, Web Services and Data Bases required to adhere to  
6 the availability of the production environment

7 (E) **Scheduled Maintenance and Maintenance Window** – The Contractor will  
8 download a copy of the database to the secure FTP site prior to starting any  
9 scheduled planned maintenance downtime.

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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.

Initial Services (25% due on contract signing, 50% due upon configuration approval for production deployment, 25% due 30 days post production deployment):

Implementation (Successful Deployment and Configuration)	\$65,000.00
Legacy Data Conversion and Migration	<u>\$50,000.00</u>
SUBTOTAL (one-time costs)	<b>\$115,000.00</b>

Annual Hosting, Support, and Maintenance fees (pre-pay):

Year 1 Annual Hosting, Support, and Maintenance	\$30,000.00
Year 2 Annual Hosting, Support, and Maintenance	\$30,000.00
Year 3 Annual Hosting, Support, and Maintenance	\$30,000.00
Year 4 Annual Hosting, Support, and Maintenance	\$31,500.00
Year 5 Annual Hosting, Support, and Maintenance	<u>\$31,500.00</u>
SUBTOTAL (recurring costs)	<b>\$153,000.00</b>

Reserve for Optional Custom Development (not to exceed) \$32,000.00

Hourly Rate for Custom Development: \$175/hour

**TOTAL (initial, recurring, and optional costs) \$300,000.00**

## Exhibit C

### Self-Dealing Transaction Disclosure Form

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

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

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

#### Instructions

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

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

### Exhibit C

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

## Exhibit D

### Insurance Requirements

#### 1. Required Policies

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

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as 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 Exhibit E of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response

## Exhibit D

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 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.
  - (iv) 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.
- (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

## Exhibit D

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

### Data Security

#### 1. Definitions

Capitalized terms used in this Exhibit E 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 E.
- (C) **“County Data”** means all data, information, and other content of any type that is input, imported, interfaced, or processed by County staff into Software as a part of this agreement.
- (D) **“Director”** means the County Sheriff’s Finance Bureau Director or his or her designee.
- (E) **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (F) **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (G) **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (H) **“Privacy”** means the protection of software and data from unauthorized access and manipulation.
- (I) **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices or alleging a Security Breach. Such complaint must have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.

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- (J) **“Security Safeguards”** means physical, technical, administrative, or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards must satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.
- (K) **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
- (L) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### 2. Standard of Care

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or 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 County 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 E;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- (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

## Exhibit E

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 Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### 3. Information Security

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). 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 E, the Contractor's (or Authorized Person's) Security Safeguards must be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;

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- (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 written consent of the Director;
  - (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system 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
  - (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 E. 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 must have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

## Exhibit E

- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who will serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- (G) The Contractor shall design the Software to prevent, to the greatest extent possible, security and privacy breaches, to address contingencies in the event of an unavoidable security or privacy breach, and to provide recovery and backup operation.
- (H) 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.

### 4. Security Breach Procedures

- (A) Immediately upon the Contractor's awareness or reasonable belief 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 number, followed promptly by email at the following email address: (559) 600-8900 / cybersecurity@fresnosheriff.org (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 must 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.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
  - (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of

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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 E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security 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 E.
- (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 E, 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, 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. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.

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

6. **Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification must 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 E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 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 E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach 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 will not be deemed to be exclusive but would 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 infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County

## Exhibit E

Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 survive the termination of this Agreement.

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

10. **No Third Party Beneficiary.** Nothing express or implied in the provisions of this Exhibit E is intended to confer, nor does anything in this Exhibit E 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 Complaint.

## Exhibit F

### FSO Technology Standards

#### 1. Definitions

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

- (A) **“Agency Hosted”** means applications that are hosted by County.
- (B) **“Authorized Persons”** means any and all of the Contractor’s employees, subcontractors, representatives, agents, outsourcers, consultants, and providers of professional services to the Contractor
- (C) **“CJIS”** stands for Criminal Justice Information Systems
- (D) **“CLETS”** means the California Law Enforcement Telecommunications System
- (E) **“FSO”** means the Fresno County Sheriff’s Office.
- (F) **“Lifecycle”** means the active life of the Product before a declaration of End of Life.
- (G) **“NCIC”** stands for National Crime Information Center
- (H) **“Product”** means the computer hardware, software, and services provided by Contractor.
- (I) **“SaaS”** means ‘Software as a Service’ applications and infrastructure that are hosted by Contractor.
- (J) **“SAML”** stands for Security Assertion Markup Language
- (K) **“SLA”** stands for Service Level Agreement
- (L) **“SSO”** stands for Single Sign-On

#### 2. Information Technology Strategy

The overall IT strategy of the Fresno Sheriff’s Office includes managing systems that are expandable and serviceable by Sheriff’s Information Technology personnel. Sheriff’s IT personnel shall be able to maintain systems without affecting functionality and systems shall remain scalable and flexible to adapt efficiently to changes in public safety needs. Systems shall be capable of supporting evolving technology environments and government security compliance.

#### 3. Contractor Requirements

- (A) Contractor agrees to comply with the personnel background clearance required by the FSO for any Authorized Persons that will have access to data or facilities
- (B) Contractor shall not access any FSO data without prior notification to and/or formal authorization from FSO. Any unauthorized access to the data by the Contractor will be considered a security breach and Contractor shall follow the Security Breach Procedures outlined in Section 4 of Exhibit E – Data Security.

#### 4. Product Requirements

## Exhibit F

In furtherance of the overall Information Technology Strategy, Contractor covenants, represents and warrants to the County that the Product shall:

- (A) Be supported throughout its Lifecycle with untethered access to major components and the ability to make modifications as needed.
- (B) SaaS architecture only.
- (C) Employ file download/upload interface methods that support integration with banking systems for ACH Import, Cleared Checks Import, and Issued Checks Export.
- (D) Provide County technical staff full administrative access to all tables and configuration tools. This access does not include direct access to the production database. Weekly backups of the database will be provided, but not direct access to the databases. The ability to configure will be limited to maintaining and managing user profiles. Application configuration of pages, fields, drop down values, navigation, etc. will be managed at the pragmatic level. These changes can be requested and will be made under the terms of the support contract.
- (E) Utilize services that are compliant with CJIS Security Policy to ensure government and agency security and compliance requirements are met with the exception of FBI-level fingerprint background checks
- (F) Support a variety of modern web browsers, such as Google Chrome, Mozilla Firefox and Microsoft Edge
- (G) Utilize dynamic scaling in anticipation of changes in usage or resource intensive temporary processes
- (H) Comply with latest published FBI CJIS Security Policy (version 5.9.3 dated 9/14/2023 or later)
- (I) Utilize role-based access control for users
- (J) Provide a weekly full database backup via SFTP access allowing FSO IT unrestricted access to the data.

### 5. SaaS systems

The Contractor covenants, represents and warrants to the County that its SaaS architecture Product:

- (A) Includes support for serverless, infrastructure elasticity, infrastructure as code, micro services, containers, security, analytics, development practices specifically for cloud environments, continuous and portable deployments.
- (B) Follows current industry standards and best practices for security, reliability, and operational efficiency
- (C) Shall be hosted on infrastructure compliant with government and agency requirements (CJIS, etc.)

## Exhibit F

- (D) Shall utilize encryption for data in transit and for data at rest, as well as provide event logging, on demand user audits, cloud threat detection services and software deployment and delivery management.
  - (E) Hosted on infrastructure located within the Continental United States and with a provider approved for government use (i.e., Azure Government, AWS GovCloud, AWS Commercial, etc.)
  - (F) Provides a SLA that supports 99% uptime for prime hours (7am-7pm) and 95% uptime for non-prime hours (7pm-7am) with exceptions for periods of scheduled maintenance and force majeure causes.
  - (G) Employs Distributed Denial of Service (DDoS) protection and cloud threat detection with easy-to-read security logs and reports
- 6. 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.