



County of Santa Clara  
Office of the County Executive  
Procurement Department  
2310 N. First Street Suite 201  
San Jose, CA 95131-1040  
Telephone 408-491-7400 • Fax 408-491-7496

---

## **AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND FORENSIC LOGIC LLC**

This Agreement is entered into by and between the County of Santa Clara (the "County") and Forensic Logic LLC ("Contractor") (the "Agreement").

The effective date of the Agreement is December 21, 2018. The parties, intended to be bound, mutually agree as follows:

### **KEY PROVISIONS**

**AGREEMENT TITLE:** COPLINK Detect and LEAP Search Subscription and Services

**AGREEMENT NUMBER:** CW2231610

**INITIAL AWARD DATE:** December 21, 2018

**AGREEMENT TERM:** January 1, 2019 through May 31, 2020, unless terminated earlier or otherwise amended.

**COMMODITY NAME:** Software Maintenance and Support including Licensing / 92045  
Related Services / 92037

**AUTHORIZED USER:** Office of the Sheriff (SHO)

**COUNTY DEPARTMENT CONTACT:** John Zore  
Information Systems Manager II  
55 W. Younger Ave.  
San Jose, CA 95110  
Tel. 408-808-4662  
[John.Zore@shf.sccgov.org](mailto:John.Zore@shf.sccgov.org)

**SUPPLIER:** Forensic Logic LLC  
712 Bancroft Road SPC 423  
Walnut Creek, CA 94598

**SUPPLIER CONTACT:** Nancy Keena, Account Manager  
Tel. 520-437-3823  
[nkeena@forensiclogic.com](mailto:nkeena@forensiclogic.com)

**SUPPLIER NUMBER:** 1041938

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian  
County Executive: Jeffrey V. Smith

**PURPOSE:** To establish a contract with Forensic Logic LLC for the provision of COPLINK Detect and LEAP Search Subscription Services.

**TAX STATUS:** Non-taxable

**PAYMENT TERMS:** Net 45 days

**TOTAL AGREEMENT VALUE:** Not to Exceed \$343,680  
*Contractor understands that this Not to Exceed figure does not represent a commitment by County to Contractor*

**COUNTY CONTRACT ADMINISTRATOR:** Martin Coronel, Procurement Contracts Specialist  
Office: (408) 491-7467  
Email: martin.coronel@prc.sccgov.org

**REFERENCE:** The following Exhibits are incorporated and constitute a material part of the Agreement. In the event of any conflict between or among the provisions contained in the Agreement, the order of precedence is as follows:

Exhibit A: County of Santa Clara Standard Terms and Conditions

Exhibit B: Forensic Logic Subscription Services Agreement

Appendix 1: Order Form

Appendix 2: Subscription Services SLA

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

**COUNTY OF SANTA CLARA**

**CONTRACTOR**

DocuSigned by:  
Caroline Kho 12/21/2018  
2B882DFCD86B4D2... Date  
Caroline Kho  
Sr. IT Procurement Manager / SBITC  
Alice Bailey 12/28/2018  
89105C953CCA4BA... Date  
Alice Bailey  
Director of Procurement

DocuSigned by:  
Bradford Davis  
5C9E5337E005405...  
By: Bradford Davis  
Print: Bradford Davis  
Title: VP Business Development  
Date: 12/27/2018

**APPROVED AS TO FORM AND LEGALITY**

DocuSigned by:  
Robert Nakamae 12/21/2018  
79E74E07E8345C Date  
Robert Nakamae  
Deputy County Counsel

**EXHIBIT A**  
**COUNTY OF SANTA CLARA**  
**STANDARD TERMS AND CONDITIONS**

---

**DEFINITIONS**

- a. "Agreement" means these County of Santa Clara Standard Terms and Conditions for Agreement for Goods and Services, the Subscription Services Agreement, any Appendices attached thereto, and any Order Form entered into between the County and Contractor. The Subscription Services Agreement and Order Form are hereby incorporated by reference into this Agreement. In the event of conflict between these County of Santa Clara Standard Terms and Conditions for Agreement for Goods and Services and the Subscription Services Agreement, the County of Santa Clara Standard Terms and Conditions for Agreement for Goods and Services shall prevail.
- b. "Contractor Confidential Information" shall include (i) all material, non-public business and technical information that, if disclosed in writing is marked "CONFIDENTIAL AND PROPRIETARY," or, if disclosed orally, is identified as "CONFIDENTIAL" or "PROPRIETARY" at the time of disclosure, and is summarized in a writing sent to County within thirty (30) days of such disclosure; (ii) the COPLINK Software; and (iii) the terms and conditions of the Agreement, unless disclosure is required in a public hearing or other state, county, or municipal proceeding, or the California Public Records Act ("CPRA") or any other state, county, or municipal law mandates disclosure of the Agreement for the purpose of FOIA requests or other public record requests.
- c. "County Confidential Information" shall include all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives.
- d. "County/SBISS Data" shall mean data and information received by Contractor from County and any member agency of the South Bay Information Sharing System ("SBISS"). As between Contractor and County, all County/SBISS Data shall remain the property of County.
- e. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- f. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

g. When used in this Agreement, “days” shall refer to calendar days unless stated otherwise.

**1. NON-EXCLUSIVE AGREEMENT**

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

**2. DELIVERABLES**

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

ANY ADDITIONAL OR DIFFERENT TERMS OR QUALIFICATIONS SENT BY CONTRACTOR, INCLUDING, WITHOUT LIMITATION, ELECTRONICALLY OR IN MAILINGS, ATTACHED TO INVOICES OR WITH ANY DELIVERABLES SHIPPED, SHALL NOT BECOME PART OF THE CONTRACT BETWEEN THE PARTIES. COUNTY’S ACCEPTANCE OF CONTRACTOR’S OFFER IS EXPRESSLY MADE CONDITIONAL ON THIS STATEMENT.

Contractor shall provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor’s superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

**3. NECESSARY ACTS AND FURTHER ASSURANCES**

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

**4. COUNTING DAYS**

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

**5. PRICING**

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit A of the Agreement (Appendix 1 of the Subscription Services Agreement) is the basis for pricing and compensation throughout the term of the Agreement.

**6. MODIFICATION**

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by County's Procurement Director.

**7. TIME OF THE ESSENCE**

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. In the event that the Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County, subject to Section 9.c of the Subscription Services Agreement.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

**8. HAZARDOUS SUBSTANCES**

If any product being offered, delivered or supplied to the County is listed in the Hazardous

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

**9. SHIPPING AND RISK OF LOSS**

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

**10. INSPECTION AND RELATED RIGHTS**

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

**11. ADJUSTMENT BY COUNTY**

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the Procurement Director, if he/she decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Procurement Director shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

**12. INVOICING**

Contractor shall invoice according to Section 7 of the Subscription Services Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost.

Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

**13. AVAILABILITY OF FUNDING**

The County's obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding and upon appropriation for payment to the Contractor. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year.

**14. PAYMENT**

The County's standard payment term shall be Net 45, unless otherwise agreed to by the parties. Payment shall be due Net 45 days from the date of receipt and approval of correct and proper invoices.

Notwithstanding the standard payment term set forth above, the parties agree that the Payment Term for this Agreement shall be the term set forth in the Key Provisions section of the Agreement above. If the Payment Term is a prompt payment discount term, then payment shall be made accordingly. For example, if the Payment Term is 2.25% 10 Net 45, payment shall be due 10 days from the date the County receives and approves the correct and proper invoice, but

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

no later than 45 days from that date, and the County would take a discount of 2.25% of the total amount of the invoice if the payment is made in 10 days. The parties also agree that notwithstanding the Payment Term set forth in the Key Provisions section of the Agreement, that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

**15. OTHER PAYMENT PROVISIONS**

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make “advance payments”), except as defined in Section 7.c of the Subscription Services Agreement. Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County’s rights on an ongoing basis.

If applicable, sales tax shall be noted on every invoice.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor’s federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

**16. LATE PAYMENT CHARGES OR FEES**

The Contractor acknowledges and agrees that the County will not pay late payment charges.

**17. DISALLOWANCE**

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County’s option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

**18. TERMINATION FOR CONVENIENCE**

The County may terminate this Agreement or any contract release purchase order at any time for the convenience of the County, specifying the effective date and scope of such termination. If County determines that the Contractor’s actions contribute to the curtailment of an essential service or pose an immediate threat to life, health or property, County may terminate this Agreement immediately without penalty upon issuing either oral or written notice to the Contractor and without any opportunity to cure.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs,



**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

reports, and other materials (collectively referred to as “materials”) prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, if applicable, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County; provided, however, that any and all payments made by County prior to such termination for convenience (excluding fees paid in advance for services integration when such services integration is not completed) are non-refundable.

**19. TERMINATION FOR CAUSE**

County may terminate this Agreement or any contract release purchase order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County, which shall not be unreasonably withheld or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any contract release purchase order.

In the event of such termination, the Contractor shall be liable for any costs incurred by the County because of Contractor’s default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County’s option, the County may offset such liability from any payment due to the Contractor under any contract or contract release purchase order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor’s default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor 10 days (or other specified time period by the County) to cure. If, within 10 days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor’s actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

**20. TERMINATION FOR BANKRUPTCY**

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean (a) the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors and such proceeding is not dismissed or withdrawn within ninety (90) days of its filing; (b) a proceeding under insolvency laws is initiated or the appointment of a trustee or receiver by a court of competent jurisdiction and such proceeding is not dismissed or withdrawn within ninety (90) days of its filing; or (c) any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination. However, if Contractor is unable to provide the Deliverables during this ninety (90) day period, then County may terminate immediately.

**21. BUDGETARY CONTINGENCY**

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the County for services covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

**22. DISENTANGLEMENT**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of services or the County's activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination. For clarification purposes, Forensic Logic LLC is not developing any software programs for use under the Subscription Services Agreement.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of services to or for County, other than those assets expressly identified by the parties as not being subject to this provision. The parties agree that the County is not entitled to purchase any assets of Contractor. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Subject to Section 8(c) of the Subscription Services Agreement, Contractor shall destroy or deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

**23. DISPUTES**

If a dispute arises, the parties shall work together in good faith to resolve the dispute informally before exercising legal remedies.

**24. ACCOUNTABILITY**

Contractors will be the primary point of contact for the manufacturer, deliverer or any subcontractors and assume the responsibility of all matters relating to the purchase, including those involving the manufacturer and deliverer or any subcontractor, as well as payment issues. If issues arise, the Contractor must take immediate action to correct or resolve the issues.

**25. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT**

Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of County, which shall not be unreasonably withheld. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County and constitutes material breach by Contractor. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**26. MERGER AND ACQUISITION**

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the enquiring entity or the new entity is legally required to:

- (1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support for the Deliverables until the expiration or termination of the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- (2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee.
- (3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

**27. COMPLIANCE WITH ALL LAWS & REGULATIONS**

See Section 70.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

**28. FORCE MAJEURE**

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the agreement and time for performance at its discretion.

**29. CONFLICTS OF INTEREST**

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

### **30. INDEPENDENT CONTRACTOR**

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of County, nor shall any such person be entitled to any benefits available or granted to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

### **31. INSURANCE**

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

### **32. DAMAGE AND REPAIR BY CONTRACTOR**

Any and all damages caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within 72 hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

**33. LIENS, CLAIMS, AND ENCUMBRANCES AND TITLE**

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the tangible material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection. County agrees that this Section 33 does not apply to software-as-a-service or other intangible goods and services.

**34. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS**

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

**35. INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, any third party claim related to performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest. Contractor's obligations are conditioned on County notifying Contractor promptly in writing of such action, County giving Contractor sole control of the defense thereof and any related settlement negotiations, and County cooperating and, at Contractor's request and expense, assisting in such defense.

**36. INTELLECTUAL PROPERTY INDEMNITY**

Contractor represents and warrants for the benefit of the County and its users that Contractor and its licensors are the exclusive owners of all rights, title and interest in the product or services to be supplied.

Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its agencies against any third party claim or potential claim that any good, (including software) and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court awards as a result of any such claim. Contractor's obligations are conditioned on County notifying Contractor promptly in writing of such action, County giving Contractor sole control of the defense thereof and any related settlement negotiations, and County cooperating and, at Contractor's request and expense, assisting in such defense

**37. WARRANTY**

Any goods and/or services furnished under this Agreement shall be covered by warranties that shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall materially conform to the County's requirements.

Pursuant to Section 9(c) of the Subscription Services Agreement, Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County's requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County's requirements, Contractor shall promptly refund to County the pro-rated amount. This remedy is nonexclusive of other remedies and rights that may be exercised by the County.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor's standard warranties or other rights and warranties that the County may have or obtain.

**38. COOPERATION WITH REVIEW**

Contractor shall cooperate with County's periodic review of Contractor's performance. Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

**39. AUDIT RIGHTS**

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. The Contractor shall pay to County the full amount of any audit determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.

**40. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS**

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the terms of the Agreement and for a period of four (4) years from its

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall, upon no less than thirty (30) days' prior written notice, be open to inspection, examination, and audit by County, federal and state regulatory agencies, at such agencies' expense, and to parties whose Agreements with the County require such access. Any such inspection, examination, and audit will be conducted during Contractor's normal business hours and in a manner that minimizes interference with Contractor's normal business activities. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

**41. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT**

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

**42. COUNTY NO-SMOKING POLICY**

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

**43. FOOD AND BEVERAGE STANDARDS**

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan



**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided

#### **44. NON-DISCRIMINATION**

Contractor shall comply with all applicable Federal, State, and local laws and regulations, including Santa Clara County's policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor giving County a right to terminate the contract for cause.

#### **45. DEBARMENT**

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

**46. CALIFORNIA PUBLIC RECORDS ACT**

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If the Contractor Confidential Information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. Except as required by CPRA, County agrees not to disclose Contractor Confidential Information to any third party and not to use the Contractor Confidential Information except as necessary to perform this Agreement. Except as required by CPRA, County will use all reasonable efforts to maintain the confidentiality of the Contractor Confidential Information in its possession or control, but no less than the efforts County ordinarily uses with respect to County Confidential Information of similar nature and importance. In the event of a request for such Contractor Confidential Information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

**47. POLITICAL REFORM ACT DISCLOSURE REQUIREMENT**

Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Contract, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Contract, Contractor shall, upon execution of the Contract, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18701(a)(2)), as part of Contractor's service to the County under the Contract. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

**48. SEVERABILITY**

Should any part of the Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**49. NON-WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

**50. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES**

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the Director of Procurement or designee.

**51. HEADINGS AND TITLES**

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

**52. HANDWRITTEN OR TYPED WORDS**

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

**53. AMBIGUITIES**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

**54. ENTIRE AGREEMENT**

This Agreement and its Exhibits constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**55. EXECUTION AND COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described under the Contract Execution provision herein.

**56. NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

**57. ACCOUNT MANAGER**

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre- and post-sales support, problem resolution assistance and required information on a timely basis.

**58. SURVIVAL**

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of their Agreement, will survive the termination of this Agreement.

**59. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

**60. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

**61. THIRD PARTY BENEFICIARIES**

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

**62. AUTHORITY**

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including the entity's Board of Directors or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County Director of Procurement, or authorized designee, as evidenced by their signature as set forth in this Agreement.

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

**63. WAGE THEFT PREVENTION**

- (1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.
- (2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.
- (3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.
- (4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive Countywide Contracting, no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-Countywide Contracting with documentary evidence of compliance with the final judgment, decision or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision or order will be satisfied.
- (5) County’s Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.
- (6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.
- (7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—Countywide Contracting; 70 West Hedding Street; East Wing, 11th Floor; San

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

**64. LIVING WAGE**

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

**65. CONTRACTING PRINCIPLES**

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County’s request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

**66. CONTRACTOR TRAVEL EXPENSES**

The Agreement does not include travel and out-of-pocket expenses. Should County require Contractor to travel any distance which Contractor would otherwise not have been required to

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

travel as a result of providing the Deliverables, the parties shall first execute an amendment to this Agreement stating the mutually agreeable reimbursement amount. County will pay Contractor's reasonable travel fees and out-of-pocket expenses that comply with the amendment and the County's Travel Policy. Any and all reimbursement hereunder will be contingent upon presentation by Contractor of receipts and appropriate documentation thereof. Except as otherwise stated herein, each party shall be solely responsible for its own costs and expenses in connection with its performance of its obligations under this Agreement.

**67. SECURITY CISO COMPLIANCE**

If applicable, Contractor shall follow the security standards, recommendations, conditions, and restrictions as provided by the County Information Security Office (CISO) for the entire term of the Agreement, and subject to the County's annual assessment and/or Independent penetration testing.

**68. COUNTY/SBISS DATA**

- (1) Contractor shall not acquire any ownership interest in County/SBISS Data. Contractor shall not, without County's written permission, use or disclose County/SBISS Data other than in the performance of its obligations under this Agreement. Contractor is authorized to share County/SBISS Data stored in COPLINK through LEAP and may make it available to other agencies that have access to LEAP within and outside of the SBISS South Bay Region Node, with the following exceptions: (a) data that is deemed sensitive or confidential by the originating agency in COPLINK will be afforded the same restrictions in LEAP; (b) Contractor will not share County Data with the U.S. Department of Homeland Security for civil immigration enforcement purposes; and (c) Contractor will not share Automated License Plate Recognition data with any agency outside the SBISS South Bay Region Node.
- (2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County/SBISS Data, protect against any anticipated threats or hazards to the security or integrity of County/SBISS Data, protect against unauthorized access to or use of County/SBISS Data that could result in substantial harm or inconvenience to County or any end users; and ensure the proper disposal of County/SBISS Data upon termination of this Agreement.
- (3) Contractor shall take appropriate action to address any incident of unauthorized access to County/SBISS Data, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying County as soon as possible of any incident of unauthorized access to County/SBISS Data, or any other breach in Contractor's security that materially affects County or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected County/SBISS Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

- (4) Contractor shall comply with all applicable federal and state laws, regulations, and policies governing the confidentiality and security of criminal justice data, including the current Federal Bureau of Investigation's Criminal Justice Information Services ("CJIS") Security Policy and the California Law Enforcement Telecommunications System ("CLETS") Policies, Practices, and Procedures. Contractor recognizes that the misuse of protected County/SBISS Data may be prosecuted to the full extent of the law.
- (5) Contractor shall not use, or copy for direct or indirect use, County/SBISS Data after completion or termination of this Agreement without express written consent of County, except as may otherwise be provided for in this Agreement. All County/SBISS Data, including copies, must be destroyed, including deletion from any electronic medium, within thirty (30) days of expiration or termination of this Agreement or at County's written request, at no cost to the County or to any SBISS member agency. Contractor shall provide County with a declaration under penalty of perjury confirming destruction.
- (6) Contractor acknowledges that all data provided by County or other public entities working with County (the "Data") belong to the entity that originated the data.
- (7) Contractor shall not, without County's written permission, use or disclose County Confidential Information other than in the performance of its obligations under this Agreement. The foregoing obligation will not restrict Contractor from disclosing County Confidential Information (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that Contractor gives reasonable notice to County to contest such order or requirement prior to disclosure; (b) as required under applicable securities regulations, provided that Contractor gives reasonable notice to County to contest such order or requirement prior to disclosure; or (c) on a confidential basis to its legal or financial advisors, provided Contractor gives reasonable notice to County to contest such disclosure prior to disclosure as necessary pursuant to (a) and (b). As between Contractor and County, all County Confidential Information shall remain the property of the County. Contractor shall not acquire ownership interest in the County Confidential Information.
- (8) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.



**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

**69. ACCESS TO COMPETITIVELY BID AGREEMENTS**

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

**70. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING  
NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION**

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity,

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

(4) Definitions: For purposes of this Section, the following definitions shall apply. A “Final Judgment, Decision, Determination, or Order” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT OR INVESTIGATORY GOVERNMENT AGENCY AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly,

**COUNTY OF SANTA CLARA  
STANDARD TERMS AND CONDITIONS**

---

only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice and in a manner that minimizes interference with Contractor's normal business activities.

(8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.

(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.



## EXHIBIT B

### *Subscription Services Agreement*

This Subscription Services Agreement (this “**Agreement**”) is made effective as of December 1, 2018 (“**Effective Date**”), by and between Forensic Logic, LLC, a Delaware limited liability company with a principal place of business at 712 Bancroft Rd., #423, Walnut Creek, CA 94598 (“**FL**”) and County of Santa Clara (“**Customer**”). FL and Customer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.” Any modifications to this Agreement shall be in writing and executed by both Parties.

#### 1. **Definitions.**

a. “**URL**” means the URL for the website through which FL will provide Forensic Logic Cloud Subscription Services to Customer.

b. “**COPLINK Services**” mean, collectively, the Implementation Services and Training Services associated with the CopLink Software.

c. “**COPLINK Software**” means the COPLINK software product used by FL to provide CopLink Subscription Services.

d. “**COPLINK URL**” means the URL for the website through which FL provides the CopLink Subscription Services to Customer when deployed from the Forensic Logic Cloud.

e. “**Customer Data**” means Customer or third-party data and information input or transferred into, stored, made available to FL by hyperlink, and/or processed by the Subscription Services.

f. “**Documentation**” means the standard user documentation for the Subscription Services and Software that FL makes generally available to its customers.

g. “**Forensic Logic Cloud**” means FL’s public safety information services web platform also known as the “LEAP Network.”

h. “**Implementation Services**” mean the standard services, as described in Section 6(a) and the Order Form, performed by FL to configure and roll out the Subscription Services to Customer and Subscribers.

i. “**Intellectual Property Rights**” mean patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

j. “**Order Form**” means Appendix 1 by which Customer orders Subscription Services and Other Services.

k. “**Other Services**” mean, collectively, the Implementation Services and Training Services.

l. “**Software**” means the software product used by FL to provide the Subscription Services.

m. “**Subscriber**” means an employee of Customer or an individual who has been identified as an authorized user for whom Customer has oversight and who (i) is authorized by Customer to access and use the Subscription Services; (ii) has registered online with FL and been assigned a unique Subscriber ID and password combination to access and use the Subscription Services.

n. “**Subscription Services**” mean the cloud-based or on-premises-based services that are: (i) provided by FL at the Customer location or through the website located at the URL, or CopLink URL; and (ii) described in Appendix 3, the applicable Documentation, and the Order Form.

o. “**Training Services**” mean the standard training services for the Subscription Services, as described in Section 6(b) and the Order Form that FL provides to its customers.

p. “**Cloud Setup**” means the provisioning of the Forensic Logic Cloud.

#### 2. **Subscription Services.**

a. **Access and Use.** Subject to Customer’s compliance with the terms and conditions of this Agreement (including, without limitation, payment of the applicable fees in accordance with Section 7), FL will provide the Subscription Services to Customer in accordance with and subject to this Agreement and the Documentation. Customer may access and use the Subscription Services solely for its internal business purposes and such access and use is expressly limited to the number of Subscribers for which Customer has paid the applicable fees. Each Subscriber may use a single device to access the Subscription Services at any one time. Part II and Section 8 of Part I of FL’s Terms of Service shall not bind Customer or its users.

b. **Restrictions.** Customer shall not attempt to interfere with or disrupt the Subscription Services or Software or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Subscription Services). Customer shall not allow access to or use of the Subscription Services or Documentation by anyone other than Subscribers. Customer shall not: (i) copy, modify, or distribute any portion of the Subscription Services, Software, or Documentation to third parties; (ii) rent, lease, or provide access to the Subscription Services on a time-share or service bureau basis; or (iii) transfer any of its rights hereunder. FL understands that Customer is a public agency subject to the California Public Records Act (“**CPRA**”) and may be legally required to release Documentation in response to a CPRA request. Section 46 of the County of Santa Clara Standard Terms and Conditions for Agreement for Goods and Services shall apply in the event of a CPRA request.

c. **Ownership.** Customer expressly acknowledges that, as between FL and Customer, FL and its licensors own all worldwide rights, title, and interest in and to the Subscription Services, Software, and Documentation, including all worldwide Intellectual Property Rights embodied therein. FL reserves all rights and licenses in and to the Subscription Services, Software,

and Documentation not expressly granted to Customer under this Agreement. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices appearing on the Documentation as delivered to Customer. Customer will reproduce such notices on all copies it makes of the Documentation.

d. **Acceptable Use Policies.** Customer acknowledges and agrees that FL will not be responsible for the content of any communications or Customer Data transmitted through the Subscription Services. Customer shall use the Subscription Services exclusively for authorized and legal purposes, consistent with the Documentation, any written instructions provided by FL to Customer, and all applicable laws, rules, regulations, and rights of others. Customer shall keep confidential and not disclose to third parties and ensure that Subscribers keep confidential and not disclose to third parties, any Subscriber IDs, passwords, and account information, except as necessary to use the Subscription Services in accordance with this Agreement.

### 3. Customer Data.

a. **License Grant.** Customer grants FL a non-exclusive, non-transferable, perpetual, royalty-free license to reproduce, process, format, distribute, transmit, modify, prepare derivative works based upon, and otherwise use the Customer Data solely to provide the Subscription Services to FL customers and subscribers, as authorized by Customer under this Agreement, and to perform this Agreement. The Customer Data, and all Intellectual Property Rights therein, is and will remain the exclusive property of Customer and its licensors, and Customer reserves all rights and licenses in and to the Customer Data not expressly granted to FL under this Agreement. FL shall destroy all Customer Data within thirty (30) days of expiration or termination of this agreement, or written request by County. FL shall provide County with a declaration under penalty of perjury confirming destruction.

b. **Data Restoration.** In the event of any loss or corruption of Customer Data, FL will use commercially reasonable efforts to restore the lost or corrupted Customer Data. FL shall not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer Data caused solely by any third party. FL'S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION SHALL CONSTITUTE FL'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA CAUSED SOLELY BY A THIRD PARTY. Customer acknowledges and agrees that FL will not be responsible for communications or Customer Data transmitted via the Subscription Services. Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Data.

4. **Customer Responsibilities.** Customer will: (a) provide FL with good faith cooperation and assistance and make available such Customer facilities, personnel, equipment, and support as may be reasonably required by FL to provide the Subscription Services and Other Services; (b) be responsible for Subscribers' compliance with the Agreement for the Subscription Services and

for any other activity (whether or not authorized by Customer) occurring under Customer's account; (c) obtain, pay for, and maintain any third party hardware and software, telecommunications and Internet services, and other minimum system requirements required by FL for Customer to access and use the Subscription Services; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services, promptly notify FL of any such unauthorized access or use, and cooperate with FL with respect to any investigation by FL of any suspected or alleged violation of this Agreement and any action by FL to enforce the terms and conditions of this Agreement; and (e) grant FL the rights to share Customer Data owned by Customer in the Forensic Logic Cloud for the purpose of delivering Subscription Services to all authorized FL customers approved by Customer. For the avoidance of doubt, FL may share Customer/South Bay Information Sharing System ("SBISS") Data stored in COPLINK through LEAP and may make it available to other FL customers that have access to LEAP within and outside of the SBISS South Bay Region Node for the purpose of delivering Subscription Services, with the following exceptions: (i) data that is deemed sensitive or confidential by the originating Customer or SBISS member agency in COPLINK will be afforded the same restrictions in LEAP; (ii) FL will not share Customer Data with the U.S. Department of Homeland Security for civil immigration enforcement purposes; and (ii) FL will not share Automated License Plate Recognition data with any agency outside the SBISS South Bay Region Node.

### 5. Delivery.

a. **Delivery.** FL will provide the Subscription Services through installation of on-premise software, if applicable, or the website located at the URL or CopLink URL that FL will make available to Customer. FL may change the URL or CopLink URL from time to time upon notice to Customer.

### 6. Other Services.

a. **Implementation Services.** FL will provide Implementation Services by assisting Customer with configuration and integration of the Subscription Services with Customer's systems, including integration of Customer Data with the central data cache for the Forensic Logic Cloud. Customer, and not FL, shall be solely responsible for obtaining, setting up, and maintaining, at Customer's own expense, the servers, third party software, telecommunications and Internet services, and any other minimum system requirements specified by FL as necessary for proper installation, access, and use of the Subscription Services; provided, however, that in certain cases Customer may be able to source third party hardware and/or software through FL and their partner companies. To the extent that FL may supply, or assist in supplying, to Customer any such third party hardware and/or software, Customer acknowledges that any warranty with respect to such third party hardware and/or software is provided exclusively by the manufacturer, and not by FL, and that FL shall have no obligation or liability whatsoever with respect to any such third party hardware and/or software.

b. **Training Services.** FL will provide to Customer, at mutually-agreed times and locations, any or all of the following

training requested by Customer: (i) training of systems engineers in the operation of the Subscription Services; and (ii) training for the Customer's trainer on the functionality of the Subscription Services and assistance in the design of training modules for Subscribers (including modules for basic users, advanced users, and a "train the trainer" module). Each party shall be solely responsible for its own travel and out-of-pocket expenses, unless agreed otherwise.

## 7. Fees and Payment.

a. **Subscription Services Fees.** Customer will pay to FL all of the fees specified in the Order Form for the Subscription Services. Subscription fees are based on the number of subscriptions purchased and not on actual usage. If the number of Customer's Subscribers grows by more than fifteen percent (15%) during the term of the Agreement specified in the Order Form, Customer will issue a new purchase order in substantially the same form of document as the Order Form for the additional number of Subscribers and FL may, in its discretion, allow or require the initial period of the newly purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's preexisting subscriptions.

b. **Services Fees and Expenses.** Customer will pay FL the fees specified in the Order Form for any and all Subscription Services and Other Services specified in the Order Form.

c. **Payment.** Customer will pay all amounts due under this Agreement in U.S. currency. Unless otherwise specified in the Order Form, all fees for Subscription Services are due and payable in advance at the beginning of the subscription period. Unless otherwise specified in an Order Form, all other fees and expenses are due and payable within forty-five (45) days after the date of FL's invoice therefor.

## 8. Term and Termination.

a. **Term.** The term of this Agreement shall commence on the Effective Date and continue for the period specified in the Order Form. Subscriptions purchased by Customer shall commence on the start date specified in the Order Form and, unless terminated earlier in accordance with this Agreement, continue for the period specified in the Order Form.

b. **Termination.** Either Party may terminate Subscription Services upon written notice to the other Party for material breach if such breach remains uncured for thirty (30) days' after receipt of written notice. In addition, FL may, at its sole option, immediately suspend or terminate Customer's or any Subscriber's access to and use of the Subscription Services and/or Documentation if: (i) FL suspects that Customer, a Subscriber, or any other person is using or attempting to use the Subscription Services or Documentation in a manner that violates this Agreement and could expose FL or any other entity to harm or legal liability; (ii) FL in its sole discretion believes that use of the Subscription Services violates any federal or state Criminal Justice Information System regulations; or (iii) FL in its sole discretion believes it is otherwise required to do so by law. FL shall work with Customer to correct alleged violations and restore service in a commercially reasonable time frame and manner.

c. **Effect of Termination.** Upon expiration or termination of this Agreement: (i) Customer's and Subscribers' rights to access and use the Subscription Services shall immediately terminate, and Customer and Subscribers shall immediately cease all use of the Subscription Services; (ii) Customer will pay to FL all fees and expenses accrued prior to the effective date of expiration or termination; and (iii) each Party will promptly return any Confidential Information in its possession or will destroy such items and, upon request of the other Party, provide written certification that all such copies have been returned or destroyed. The rights and obligations of the Parties contained in Sections 2(c), 3(a), 7(c), 8(c), 9(d), and 10 will survive the expiration or termination of this Agreement. FL shall destroy all Customer Data within thirty (30) days of expiration or termination of this agreement, or written request by Customer. FL shall provide Customer with a declaration under penalty of perjury confirming destruction.

## 9. Warranties and Disclaimers.

a. **Mutual Warranties.** Each Party represents and warrants to the other Party that (i) it has full right, power, and authority to enter into and perform its obligations under this Agreement; and (ii) its performance of this Agreement will comply with all applicable laws, statutes, ordinances, and regulations and will not conflict with any other agreement to which it is a Party or by which it is bound.

b. **Compliance with Laws.** FL represents and warrants that the operation of the Subscription Services and Other Services will be in compliance with applicable laws, rules, and regulations.

c. **Warranty for Subscription Services.** FL shall immediately repair and/or replace Subscription Services that do not conform to County's requirements. If FL is unable to repair and/or replace, then FL shall promptly refund to County the unused purchase price paid by the County. FL warrants that, the Subscription Services will provide the functionality, and meet the requirements, set forth in the applicable Documentation. Customer's sole and exclusive remedy, and Customer's entire liability, for any breach of the warranty set forth in this Section will be as set forth in this Agreement and the applicable Documentation.

d. **Disclaimer.** Customer assumes sole responsibility and liability for results obtained from the use of the Subscription Services and for conclusions drawn from such use. FL shall have no liability for any claims, losses, or damage caused by: (i) errors or omissions in any Customer Data or information provided to FL by Customer in connection with the Subscription Services or any actions taken by FL at Customer's direction; or (ii) Customer's or any Subscriber's use of any third party products, services, software, or websites that are accessed via links from within the Subscription Services. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9, FL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE SUBSCRIPTION SERVICES, OR THE OTHER SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9(C), FL DISCLAIMS ANY

WARRANTY THAT THE SUBSCRIPTION SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. FL FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SUBSCRIPTION SERVICES AND OTHER SERVICES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FL OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

e. **High Risk Activities.** THE SUBSCRIPTION SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE WHERE THE FAILURE OF THE SUBSCRIPTION SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE (“**HIGH RISK ACTIVITIES**”). USE OF THE SUBSCRIPTION SERVICES IN SUCH HIGH RISK ACTIVITIES IS NOT AUTHORIZED.

10. **Limitation of Liability.**

a. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL EACH PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS, UNLESS OTHERWISE PERMITTED IN AN AGREEMENT BETWEEN THE PARTIES) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SUBSCRIPTION

SERVICES OR OTHER SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. **Total Liability.** EACH PARTY’S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO FL BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND, IF SUCH LIABILITY RESULTS FROM CUSTOMER’S USE OF THE SUBSCRIPTION SERVICES OR FROM THE OTHER SERVICES, SUCH LIABILITY WILL BE LIMITED TO THE ACTUAL FEES PAID BY CUSTOMER FOR THE SPECIFIC SUBSCRIPTION SERVICES OR OTHER SERVICES GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT APPLY TO FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INDEMNITY OBLIGATIONS CONTAINED IN THIS AGREEMENT, OR PRIVACY OR SECURITY BREACHES.

c. **Basis of Bargain.** The Parties acknowledge and agree that FL has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between FL and Customer and form the basis of the bargain between the Parties.

## Appendix 1



## Order Form

<b>CUSTOMER NAME:</b>	COUNTY OF SANTA CLARA	<b>BILL TO ADDRESS:</b>	55 WEST YOUNGER AVENUE
<b>BILL TO POC:</b>	JOHN ZORE	<b>BILL TO CITY AND STATE:</b>	SAN JOSE, CA
<b>BILL TO PHONE:</b>	408-808-4662	<b>BILL TO ZIP:</b>	95110
<b>BILL TO EMAIL:</b>	<a href="mailto:JOHN.ZORE@SHF.SCCGOV.ORG">JOHN.ZORE@SHF.SCCGOV.ORG</a>	<b>METHOD OF INVOICE:</b>	MAIL OR EMAIL

TERM	START DATE	END DATE
18 MONTHS	DECEMBER 1, 2018	MAY 31, 2020

Product	Quantity	List Price	Sales Price	Total Price
<b>COPLINK Detect and LEAP Search Subscription</b> <b>Term: 12/1/2018 – 5/31/2020</b> COPLINK Detect and LEAP Search Subscription includes: Visualizer, Map Analyzer, Computer Statistics, Adaptive Analytic Architecture (A3), Active Agent, FaceMatch, SRMA, Analysis Search (1 User), Inbound/Outbound Connectors for LEXS-SR, File Exporter for COPLINK IEPD and LEAP Search	3403	\$299.00	\$73.47	<b>\$250,018.41</b>
<b>COPLINK LEAP Search Data Protect</b> <b>Term: 12/1/2018 – 5/31/2020</b>	1	\$15,000.00	N/A	<b>\$15,000.00</b>
<b>COPLINK LEAP Search RMS Vendor Data Integration/Re-Integration</b> to include the following node Agencies: <ul style="list-style-type: none"> <li>• Campbell PD</li> <li>• Foothill – DeAnza Community College PD</li> <li>• Los Altos/Mountain View/Palo Alto</li> <li>• Los Gatos/Monte Sereno PD/Sunnyvale DPS</li> <li>• Milpitas PD</li> <li>• Salinas PD</li> <li>• Santa Clara PD</li> </ul>	1	\$78,659.00	N/A	<b>\$78,659.00</b>



**Appendix 1**



**Order Form**

<ul style="list-style-type: none"> <li>• San Jose City College/Evergreen College PDs</li> <li>• Monterey Co SO – JMS</li> <li>• San Benito Co SO – JMS</li> </ul>				
<b>Term: 12/1/2018 – 5/31/2020</b>				

<b>PAYMENT TERMS:</b>	Net 45
<b>RENEWAL NOTICE:</b>	Forensic Logic’s subscription renewal uplift for existing product versions will be no more than 5% per year.

**REFERENCE DOCUMENTS:**

<b>AGREEMENTS:</b>	Forensic Logic, LLC Subscription Services Agreement
--------------------	---

**COPLINK Data Protect; Included Agencies**

COPLINK Data Protect is a Forensic Logic services subscription intended to replace upfront data integration costs to the agency. Data Protect covers the initial integration of an agency’s data source(s) and acts as a safeguard for significant changes that may occur in an existing data source’s structure and schema. This protection also includes a safeguard to future changes to an agency’s chosen data source vendor.

Complete remaps of Data Sources will be limited to up to 2 full source remaps per calendar year. When this part is applied to a regional node the protection is extended to all agencies and data sources that are currently mapped and are feeding the regional deployment provided that the County or the individual agency covers any vendor fees. This is providing the agency and the vendor provide us with a full backup of their data and that we can reach agreement with the agency and the vendor on a standard connection method to COPLINK which does not require development work for Forensic Logic.

Future addition of data sources or agencies will be charged at our current pricing at time of integration based on scope and the level of effort specific to the particular data source. Depending on the number and complexity of added data sources, additional Data Protect subscription charges could incur.

For the SFBaySouth/Santa Clara COPLINK Node this protection will be extended for the following identified agencies and their currently mapped Data Sources. This is for Record Management Systems (RMS) unless specifically noted:

Agency Name	
CA Dept of Corr and Rehab**	San Benito Sheriff’s Office
Campbell Police Department	San Benito County Sheriff’s Office Jail/Mugs

## Appendix 1



## Order Form

Capitola Police Department	San Benito County Probations
Carmel Police Department	San Jose Police Department
CSU Monterey Bay Police Department	San Jose State University Police Department
Gilroy Police Department	Sand City Police Department
Gonzales Police Department	Santa Clara County DA
Greenfield Police Department	Santa Clara County Jail-CJIC
Hollister Police Department	Santa Clara County Probation
King City Police Department	Santa Clara Police Department
Los Altos Police Department	Santa Clara Sheriff's Office
Los Gatos Police Department	Santa Clara Sheriff's Office Mugs
Marina DPS	Santa Cruz County Probation
Milpitas Police Department	Santa Cruz Police Department
Monterey County Sheriff's Office	Santa Cruz Sheriff's Office
Monterey County Sheriff's Office Jail/Mugs	Santa Cruz Sheriff's Office Jail
Monterey Police Department	Santa Cruz Sheriff's Office Mugs
Morgan Hill Police Department	Seaside Police Department
Mountain View Police Department	Soledad Police Department
Pacific Grove Police Department	Sunnyvale DPS
Palo Alto Police Department	Watsonville Police Department
Salinas Police Department	

\*\*This is only included as long as the original integration through the Integrated Law & Justice Agency for Orange County (ILJAOC) COPLINK Node continues without changes since that integration is feeding this source.

### Static Sources

Forensic Logic COPLINK will provide expungements (only) for the static data sources listed below and any additional sources which go static:

Data Source	DS#	Product (vendor)
Monterey PD RMS	1938	NetRMS
Monterey SD RMS/JMS	1947	Custom
Morgan Hill PsNet	628	PSNet
Mt View Tib RMS	648	LawRECORDS

## Appendix 1



## Order Form

---

San Jose Tib RMS	659	LawRECORDS
Seaside PD Litton	1929	CommandPoint

### Training

- Forensic Logic’s Customer Success Manager (CSM) assigned to the County of Santa Clara will provide training as necessary to ensure County realizes a satisfactory standard of usage of COPLINK. Training may consist of in person classroom based training one day per quarter, online webinars, software release update training, and virtual “tips & tricks” sessions based on a plan developed and agreed to between County and CSM.



## Appendix 2 Subscription Services SLA

### Service Level Agreement

FL shall use commercially reasonable efforts to provide to Customer the first-level maintenance and support services for the Subscription Services that are described in this Service Level Agreement (“SLA”). FL shall be responsible for providing such services only to Customer and shall have no obligation to provide such services directly to, or respond to any requests from, Subscribers. However, FL reserves the right to establish and maintain contact with any Subscriber in order to facilitate the delivery of any Subscription Services-related support services needed by such Subscriber. FL shall provide such support services during normal business hours, 8:00 AM to 5:00 PM, Arizona Time, Monday through Friday, except holidays.

#### 1. Definitions

- a. **“Error”** means a reproducible failure of the Subscription Services to operate in material conformance with the Documentation.
- b. **“Level 1 Error”** means an Error that causes the Subscription Services to fail to operate whatsoever or to crash the system on which the Subscription Services are being used.
- c. **“Level 2 Error”** means an Error that causes the Subscription Services to fail to operate in a material manner but does not render the system on which the Subscription Services are being used inoperable.
- d. **“Level 3 Error”** means an Error that produces an inconvenient situation in which the Subscription Services operate substantially in accordance with the Documentation but nevertheless causes or results in substandard or erratic performance.
- e. **“Level 4 Error”** means an Error that is minor or that is cosmetic in nature and does not result in reduced performance.
- f. **“Resolution”** means a modification or workaround to the Subscription Services and/or Documentation intended to resolve an Error.

2. **Support Contact Persons.** Customer shall designate in writing to FL no more than three (3) individuals to act as support contact persons (each, a **“Support Contact Person”**). Customer may change its Support Contact Persons upon written notice to FL.

3. **Error Reporting.** Upon discovering an Error, Customer shall submit to FL a report in which Customer shall use its reasonable business judgment to classify the Error in accordance with the severity classifications set forth above. Customer shall only report an Error through a Support Contact Person, and only after Customer has expended reasonable efforts to resolve such Error. Customer shall contact FL via the following means depending on the severity of the reported Error:

Severity	Method of Contact
Level 1 Error	Telephone and Email
Level 2 Error	Telephone and Email
Level 3 Error	Email
Level 4 Error	Email

4. **Error Resolution.** FL agrees to respond to Errors reported by Customer and provide a Resolution in accordance with the severity classification of the Error, as reasonably verified or determined by FL, as follows:

- a. **Level 1 Errors.** FL shall respond to Level 1 Errors within two business (2) hours and shall use commercially reasonable efforts to provide a Resolution within one (1) business day.
- b. **Level 2 Errors.** FL shall respond to Level 2 Errors within four business (4) hours and shall use commercially reasonable efforts to provide a Resolution within three (3) business days.
- c. **Level 3 Errors.** FL shall respond to Level 3 Errors within three (3) business days and shall use commercially reasonable efforts to provide a Resolution within ten (10) business days.

d. **Level 4 Errors.** Level 4 Errors shall be corrected at the next Maintenance Release, if not otherwise previously corrected.

5. **Exceptions.** FL shall have no responsibility to fix any Errors arising out of or related to the following causes: (a) Customer's (or any other party's) modification, combination, or merger of the Subscription Services, in whole or in part, without FL's express written authorization, (b) use of the Subscription Services in an environment other than an environment authorized in the Agreement or as provided in the Documentation, (c) negligence, accident, or improper use, (d) use of the Subscription Services other than as authorized in the Agreement or as provided in the Documentation, and (e) non-FL software or hardware products (including without limitation the operating systems on which the Subscription Services operate) or use of the Subscription Services in conjunction therewith.

6. **Access to Personnel and Equipment.** Customer shall provide FL access to Customer's personnel and equipment as reasonably required for FL to provide support under these terms.

7. **Additional Support Services.** Upon request, and subject to availability of qualified FL personnel, FL shall provide support services to Customer in addition to those set forth in these terms. Customer shall be charged separately and pay for (a) such services at FL's then-current standard rates, and (b) the reasonable travel, living, telecommunication, and other expenses incurred by FL in connection with providing such services.

8. **Support by Customer.** Customer shall be solely responsible for performing all Software-related support services that are requested or required by any Subscriber, including fielding telephone support calls and performing basic troubleshooting. Customer shall not refer any Subscriber to FL for such support services.



## *Description of Subscription Services*

### Description of Subscription Services

#### Forensic Logic Cloud SEARCH

The Forensic Logic Cloud Search network (previously designated the LEAP Search network which may be used interchangeably with Forensic Logic Cloud Search network) is a nationwide platform allowing law enforcement agencies to share and search information provided by law enforcement agencies. It integrates a variety of data types including CAD, RMS, stop data, bookings, court records, person and vehicle data, to name only a few.

#### CopLink On-Premise and Forensic Logic Cloud deployed services

**COPLINK Detect:** The base module provides analysis and decision support for rapidly identifying criminal suspects, relationships and patterns that help solve crimes and thwart terrorism. It allows vast quantities of seemingly unrelated data, including data from incompatible database and records management systems, to be consolidated and instantly analyzed. Users can search for associations between individuals and between suspects and vehicles, organizations, geographic locations and weapons. Data is protected with advanced systems administration controls, which are automated for user authentication, permission, privacy and security, ensuring the system is only being used in accordance with agency policies.

**COPLINK Visualizer:** Employs network graphics to display the relationships, links and associations among database objects. Relationships up to eight levels deep, among people, places and things, are graphically displayed, aiding in investigations involving multiple suspects, locations and incident reports.

**COPLINK Map Analyzer:** Provides both GIS-based mapping functions and a range of graphing and charting tools for analytical functions. The mapping program employs ESRI MapObjects JAVA and commonly available SHAPE files. COPLINK also supports ESRI ArcGIS Server 9.3. The geo-coding of the COPLINK database occurs during migration if the underlying data source does not have geo-coordinates in the location data. Users will need to acquire a third-party license from ESRI for MapObjects JAVA or ESRI ArcGIS 9.3 server to use the program.

**COPLINK Computer Statistics:** Provides crime trend analysis and decision support. Aggregates data and filters by location, time, day, document type, agency, division, beat, vehicle, weapon, entity, crime type, race or gender and any combination of those categories. Results are available GIS-based mapping, graphing, charting and temporal/spatial display and analysis.

**COPLINK Adaptive Analytical Architecture (A3):** Allows temporary consolidation of data from sources that are not part of an individual COPLINK node. This feature permits analysis of data from multiple COPLINK nodes or other data sources, such as motor vehicle records, driver license records or even private databases. The consolidation is temporary and lasts only for the duration of the individual query.

**COPLINK Active Agent:** Allows an investigator to monitor and collaborate on specific COPLINK queries and receive notification when another investigator runs a query on the same object. An Active Agent query is set up by investigators when they are seeking additional data about the object of a query. The duration of an Active Agent query is determined by the individual investigators, who can keep it active until the set time expires or until the investigator cancels the query. Notification of new information is provided through e-mail, HTML within COPLINK, or cellular telephone.

**COPLINK FaceMatch:** Integrated facial recognition is the process whereby an agency can input a probed facial image and identify a list of similar images. The module works with a photograph, composite or either an artist-drawn or

computer- generated sketch, The face match algorithm uses a variety of mathematical techniques to fit a three dimensional model of a human face over the top of a two-dimensional image to reveal the closest matches. Combined with other information, such as name, demographic data and identifying features, such as tattoos, the module permits law enforcement agencies to identify possible suspects and associate them with crimes in a quick and efficient manner.

**COPLINK Supervised Release & Monitor Alert (SRMA):** The SRMA module provides the ability to generate automatic email notifications for flagged persons of interest that have been arrested or contacted by law enforcement authorities. These email notifications are then sent to the responsible parties who initiated the flag on the person of interest. SRMA works to lessen the burden and workload on investigators and probation officers by alleviating repeated search queries on individuals who may be contacted by other agencies.

**COPLINK Inbound/Outbound Connectors for LEXS-SR:** COPLINK Inbound/Outbound Connectors for LEXS-SR are connectors that utilize the Logical Entity eXchange Specification (LEXS), a National Information Exchange Model (NIEM) framework that uses a search and retrieval standard that is common within the US law enforcement community to enable real time query of and interoperability with third-party systems. Connectors can be put in place between COPLINK and other data sharing initiatives providing even more richness in data search results.

**COPLINK File Exporter for COPLINK IEPD:** COPLINK File Exporter for COPLINK IEPD is a distinct XML export format for COPLINK data. Once a COPLINK File Exporter is installed and configured, the file extracts run automatically and in the background without the need for manual intervention. Objects exported to XML files include Persons, Vehicles, Locations, Properties, Firearms, Pawns, Tickets, Bookings and Arrests. Most relationships between objects are maintained. Import data programmatically into third party systems to satisfy the requirement of agencies that want to send their data to the national system. The output of the export from COPLINK into XML files using the COPLINK IEPD format can be scheduled and automated to recur at specified times without user action.