

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LADRIS TECHNOLOGIES, INC.**

This Agreement is entered into this 25<sup>th</sup> day of June, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Ladrис Technologies, Inc., hereinafter called "Contractor" or "Ladrис."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing tools and services in the detection and remediation of risk to County infrastructure.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Definitions
- Exhibit B---Services and SOW
- Exhibit C—Payments and Rates
- Exhibit D--Warranties, Disclaimers and Limits on Liability
- Exhibit E—Intellectual Property and Restrictions on Use
- Exhibit F--Data Usage and Rights
- Exhibit G—Uptime and Support
- Exhibit H--Miscellaneous
- Attachment I—HIPAA Business Associate Requirements
- Attachment J—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in the description of Services and Statement of Work in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to

Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION, ONE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$1,180,000.)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration; provided, that the individual subscription payments set forth in Exhibit B shall not be considered advance payments. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term/Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be commence on July 1, 2024 extend through June 30<sup>th</sup>, 2027.

Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have thirty business days after receipt of such notice to respond and a total of thirty calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **5. Contract Materials**

At the end of this Agreement, or in the event of termination, and subject to the rights and licenses granted in Exhibit E (Intellectual Property and Restrictions on Use) and Exhibit F (Data Usage and Rights) all finished or unfinished documents, County provided data, studies, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly

delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

**Mutual Hold Harmless**

- a. It is agreed that Contractor shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of Contractor and/or its officers, employees, agents, and servants.
- b. Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.
- c. It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers and employees.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- e. In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

**8. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service

marks, know how, and trade secrets (collectively referred to as “**IP Rights**”) except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) awarded in final judgement and arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Contractor’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor’s option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County; provided, however, that this Agreement may be assigned or transferred without such consent in the event of any acquisition or merger of Contractor during the Term hereof in which Contractor is the surviving entity. Any assignment or subcontract that

requires the County’s prior written consent which is consummated without such consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers’ Compensation and Employer’s Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- i. Comprehensive General Liability..... \$1,000,000
- ii. Motor Vehicle Liability Insurance..... \$1,000,000
- iii. Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

### **Special Insurance Requirements - Cyber Liability**

#### **Privacy and Network Security Insurance \$2,000,000.00**

During the term of the contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of, or unauthorized access to, electronic data or software within Contractor's network or business including privacy breaches no matter how they occur, denial or loss of service, introduction, implantation, or spread of malicious software code, and unauthorized access to or use of computer systems. The policy also must provide coverage for liability claims, computer theft, extortion, or any unintentional act, mistake, error, or omission made by users of Contractor's electronic data or software while providing services to the County. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### **Technology Errors and Omissions \$2,000,000.00**

During the term of the contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, and programming; data processing; installation, repair, maintenance, management of computer or technology hardware, software, networks or systems; data entry, modification, verification, maintenance, storage, retrieval or preparation of data input; other related services provided by Contractor.

### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required

economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting: Violation of Non-discrimination Provisions**

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or



- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail; provided, however, that the body of this Agreement and the Exhibits and Attachments shall be interpreted to the extent possible as being consistent with one another. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Ryan Reynolds, PSMII  
Address: 501 Winslow Street, Redwood City, CA 94063  
Telephone: 650.363.4790  
Email: rreynolds@smcgov.org

In the case of Contractor, to:

Name/Title: Leo Zlimen  
Address: 500 Capitol Mall, Suite 2350, Sacramento, CA 95814  
Telephone: (530) 305-5435  
Email: Leo.Zlimen@Ladris.com

### **18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

### **19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

### **20. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement

amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

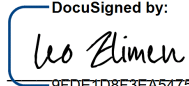
**21. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Ladris Technologies, Inc.

<p>DocuSigned by:    <small>9FDE1D8F3EA5475...</small></p>	<p>6/12/2024</p>	<p>Leo Zlimer</p>
Contractor Signature	Date	Contractor Name (please print)



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## Guide to Exhibits and Attachments

These exhibits and attachments supplement an agreement between Ladris Technologies, Inc and the County of San Mateo to which they are attached. Such agreement is referred to herein as the “Base Agreement” and terms defined therein are used in these Exhibits and Attachments as defined in the Base Agreement.

Exhibit A—Definitions

Exhibit B---Services and SOW

Exhibit C—Payments and Rates

Exhibit D--Warranties, Disclaimers and Limits on Liability

Exhibit E—Intellectual Property and Restrictions on Use

Exhibit F--Data Usage and Rights

Exhibit G—Uptime and Support

Exhibit H--Miscellaneous

Attachment I—HIPAA Business Associate Requirements

Attachment J—§ 504 Compliance

## Exhibit A

### Definitions

“**Access Credentials**” means any username, password, license or security key, security token, or other method, technology or device used, alone or in combination, to authenticate and authorize access to and use of the Cloud Services.

“**Affiliate**” means, with respect to any corporate entity, a company controlled by, controlling, or under common control of a parent entity.

“**Authorized User**” means an employee of County authorized to use the Cloud Services pursuant the Base Agreement and these Exhibits and the other terms and conditions therein.

“**Cloud Services**” means the Contractor cloud-based software as a service as described in the Statement of Work attached to the Base Agreement plus all new versions, updates, revisions, improvements and modifications of the foregoing, including the software that Contractor uses to provide remote access to and use of the Cloud Services. Cloud Services is comprised of the 5 modules specified in the statement of work but excludes new products or services containing major enhancements and/or significantly enhanced functionality.

“**Contract Year**” means the period of twelve (12) consecutive months during the Initial Term of this Agreement, commencing on the Effective Date, and with, with respect to any contract renewal, each subsequent period of twelve (12) consecutive months commencing on the anniversary of the Effective Date.

“**Covered Region**” shall mean (1) in the case of a County that is a government entity the jurisdictional boundaries of the County.

“**County Data**” means information, data, images, maps, zone, video and other content, regardless of form or medium, that is collected, downloaded or otherwise received from County or County Authorized Users for processing by the Cloud Services, but does not include Infrastructure Data, Contractor Data or Resultant Data metadata derived from County usage.

“**Contractor Data**” means (i) all data and information provided by the Cloud Services that is proprietary to Contractor or its licensors, (ii) all metadata captured by the Cloud Services, including time and duration of simulations, parameters set by County in using the Cloud Services, and frequency of use, and (iii) all Resultant Data.

“**Contractor Materials**” means any Documentation and any and all other information, data, documents, materials and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided to County or used by Contractor or any Subcontractor in connection with the Cloud Services or Contractor Systems. For the avoidance of doubt, Contractor Materials include Contractor Data and Resultant Data, but do not include Third Party Materials or County Data.

“**Contractor Personnel**” means all individuals involved in the performance of Cloud Services as employees, agents or independent contractors of Contractor or any Subcontractor.



“**Contractor Systems**” means the information technology infrastructure used by or on behalf of Contractor to operate, maintain and make available the Cloud Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Contractor or through the use of Subcontractors.

“**County Systems**” means the County’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks operated by County.”

“**Documentation**” means any manuals, instructions or other documents or materials in any medium, as updated from time to time, that the Contractor provides or makes available to County.

“**Harmful Code**” means any software, hardware or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby including Infrastructure Data or training data or data weights used by the Cloud Services; (b) prevent a County or end user from accessing or using the Cloud Services as intended by this Agreement; or (c) to corrupt any County Data or input by County employees.

“**Infrastructure**” means physical structures and components thereof.

“**Infrastructure Data**” means data pertaining to physical structures such as sensor measurement data, status data, inspection data, maintenance data or other data pertaining to the state of past, present, or future state of the infrastructure component.

“**Intellectual Property Rights**” means any and all US patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, including any such intellectual property rights which come into existence following the Effective Date of the Base Agreement.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“**Loss**” and “**Losses**” means any and all losses, damages, or other liabilities, awarded in a final judgment, including interest, awards, penalties, fines, costs and expenses, as well as reasonable attorneys’ fees; provided, however, that losses shall not include (i) any amounts resulting from loss of property, loss of services, personal injury, or death resulting from an evacuation or wildfire, or (ii) loss resulting from any other hazardous activity.

“**Map**” means any diagrammatic or digital representation of all or any portion of the Covered Region displaying the relative positions and connections of different components or attributes, such as roads, zones, topography, or utility infrastructure, for the purpose of disaster planning, evacuation modeling, or other plan or analysis.

“**Open Source Program(s)**” means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is

distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

“**Representatives**” means, with respect to a Party, that Party’s employees, officers, directors, consultants and legal advisors.

“**Resultant Data**” means information, data and other content that is derived by or through the Cloud Services from processing County Data, Infrastructure Data or data from County use of and input to the Cloud Services and is sufficiently different from such data that such data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Resultant Data includes but is not limited to information, data or other content derived from Contractor’ analysis of County’s access of the Cloud Services.

“**Seat**” means a named individual who is authorized by County to use its subscription access to the Cloud Services. Seats may be reallocated among individuals but no more than once every three months.

“**Third Party Materials**” means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, APIs, products, equipment or components of or relating to the Cloud Services that are not proprietary to Contractor or its licensors.

## **Exhibit B**

### **Services and Statement of Work**

#### **AUTHORIZATION AND COUNTY RESTRICTIONS.**

Authorization. Contractor authorizes County and its Authorized Users to access and use the Cloud Services and such Contractor Materials as Contractor may supply to County. This access and use are limited to use by County for its internal business, or in the case of governments, in exercise of its own responsibilities to its residents. This authorization is non-exclusive and non-transferable, other than as may be set forth in the provisions on the Base Agreement with respect to Assignment.

Cloud Services. During the Term of this Agreement, Contractor shall provide to County, and their Authorized Users access to the Cloud Services. Use of the Cloud Services for modeling and simulations shall extend to the Covered Region only. The Cloud Services shall be provided 24 hours per day, seven days per week every day of the year, except as provided in Exhibit H (Uptime and Support.)

Cloud Services and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

the Cloud Services, Contractor Materials and Contractor Systems shall be operated, maintained and managed by Contractor.

Notwithstanding provisions in the Base Agreement that may restrict the use of Subcontractors, the Cloud Services may be operated on hardware and at locations owned, maintained and managed by a nationally recognized service provider to Contractor; and

County will retain sole control over the operation, maintenance and management of the County Systems, and shall have sole responsibility for all access to and use of the Cloud Services and Contractor Materials by or through the County Systems, including any: (i) County Data, or other information, instructions or materials provided by County or any Authorized User; and (ii) the distribution of County Data based on use of the Cloud Services.

Changes. Contractor reserves the right, in its sole discretion, to make any changes to the Cloud Services and Contractor Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Contractor's Cloud Services to its customers, (ii) the competitive strength of or market for Contractor's Cloud Services or (iii) the Cloud Services' cost, efficiency or performance; or (b) to comply with applicable Law.

#### **SCOPE OF WORK**

**Description:** Ladriss CORE (Correlated Risk Evaluator) is a SAAS based, artificial intelligence technology that will assist San Mateo County Emergency Management and Response in analyzing near term risk to infrastructure in San Mateo County; provide tools for rapidly updating response plans to changes in risk and improving the responsiveness of remediation efforts, and finally, communicating risk potential and hazards to the broader San Mateo community. By enabling better understanding and management of disaster risks, CORE will

serve the purposes of Measure K by protecting the life safety of San Mateo County residents before, during and after emergencies.

**Fiscal 2024-2025.** On July 1st, 2024, Ladriss will deliver access to the visual, map based representation of near term projected risks to infrastructure, assets and populations in San Mateo County. Visual representations of risk have associated time frames, quantification of ranges of risk and other tools to help emergency responders assess imminent risk, as well as simple reporting tools. CORE analysis will be updated based on data feeds of infrastructure status and other reports of risk factors (e.g. weather) on a continuing basis 24/7.

As initially delivered, CORE will utilize publicly available data feeds of infrastructure and risk factors. During the implementation phase (the first 6 months following initial delivery) Ladriss will integrate additional data inputs identified by County from County owned or contracted resources, possibly including state, federal and private data feeds. The nature of the CORE AI technologies is such that they learn from additional data and from use; consequently, CORE's value and utility to San Mateo County is expected to grow rapidly.

County will commit to supporting this effort by providing a senior staff member to meet with Ladriss engineering leadership on a monthly basis (together, the "**Management Team**") during the first contract year, and possibly beyond if necessary. This individual will be responsible for, among other things, assuring that County staff assist with the identification of and access to county data sources and arrange for access to data from other state and federal agencies, where available and appropriate.

Where issues arise that are beyond the ability of the Management Team to resolve, they will be brought to the attention of the Director of Emergency Management and the Chief Executive Officer of Ladriss to resolve.

As part of the initial implementation, Ladriss will provide instruction on the use of CORE at County facilities, for up to 75% of the County emergency management staff.

CORE will be deployed on AWS servers and will be maintained and administered by Ladriss. Ladriss will provide support during normal business hours, and 24/7, if necessary, in emergencies.

**Fiscal 2025 -2026:** Commencing July 1, 2025, Ladriss will turn on additional capabilities in CORE. First will be automated drafting of grant proposals to fund work deemed necessary to remediate risk identified by CORE. This will provide for faster, more efficient remediation, and is expected to result in an overall increase in funds available to the County.

Preparation for this automation will begin in July 2024 with the delivery by County of copies of past County RFP documents that illustrate County approaches to grant writing and standard contractual terms to RFPs. These documents will be used to fine tune the CORE drafting capabilities for San Mateo County specific needs, terms and style. County and Ladriss will jointly determine the number of documents to be delivered in each category. All such documents will be delivered to Ladriss as word documents or as high-quality pdfs.

During the second contract year, Ladriss will deliver a simplified version of CORE visual representations of disaster risk to be made available to the wider San Mateo Community, including San Mateo residents. This version will have an interactive map-based display of risk, but with fewer controls and reporting, as appropriate to a lay audience. Delivery of this capability will be coordinated with the Management Team but no later than December 31, 2025. On this date, Ladriss will implement a communication strategy to disseminate alerts to San Mateo community residents when risk thresholds exceed pre-determined levels.

Additional “train the trainer” San Mateo DEM staff training will be provided following appropriate configuration of the drafting modules.

**Fiscal 2026 to 2027:** On July 1, 2026, Ladriss will provide an automated disaster plan writing feature to CORE, which will automatically update a specified number of written plans for disaster preparation, response, recovery, and mitigation, using technology similar to that used for grant writing and RFPs. This will include plans and reports which are used both by Emergency Services and the broader San Mateo County government. Much like the grant and RFP writing functions, this capability will require fine tuning, and delivery to Ladriss of prior and existing San Mateo plans and reports.

**Performance Measurement:** Ladriss’ proposal directly aligns with SMART criteria for each of the targeted key outcomes specified below. All of these are measurable:

1. **Increase Infrastructure Vulnerability Assessment Speed:** By 2026, County Emergency Managers will be able to identify 5 times as many critical infrastructure vulnerabilities over a given time period from the current baseline.
2. **Increase Infrastructure Mitigation Funding:** By 2026, County Emergency Managers will increase the number of grant applications responded to for infrastructure mitigation by 50%. It is also expected to increase the win rate of these applications by 20% from the current baseline.
3. **Improved Real Time Disaster Response Capabilities:** By 2025, County Emergency Managers will have access to and control over at least 3 real time risk layers that enhance operational decisions and response execution.
4. **Improved Community Disaster Education and Accessibility:** By 2027, County Emergency Manager will have provided the public facing dashboard for two years, with associated outreach efforts. Ladriss will assist County in showcasing the dashboard and communication capabilities at least once a year.

Success across the first three outcomes will be measured as a function of:

- a) Count of platform usage by County DEM and other agencies in terms of drills and exercises run.
- b) Count of additional plans and models generated by Emergency Management and planning staff.
- c) Count of operational events where the software is used successfully.
- d) Count of critical infrastructure deficiencies that are pre-emptively identified.
- e) Count of critical infrastructure deficiencies that are remedied.

f) Reduction in time to respond to funding opportunities achieved.

Success for the fourth outcome (focused on improving accessibility and equity) will be measured by the number of outreach events, as well as tracking outreach, participation and engagement of community members that use the public-facing dashboard. This ensures that an accurate assessment is made of the extent to which the platform has generated critical issue awareness and engagement across a diverse range of communities and residents within the County.

### **Payment and Fees**

Ladris Services, as described in the SOW, will be provided on a subscription basis at a rate of \$375,000 per year for the initial three-year term of the contract. An additional \$55,000 will be charged for implementation of the CORE software to San Mateo data feeds as provided in the SOW, together with training of County staff. This subscription fee is at a 50% discount from Ladris's expected list pricing to government units of similar population and geography.

Thus, the aggregate payment schedule will be as follows:

<b><u>Date</u></b>	<b><u>Service</u></b>	<b><u>Service Period</u></b>	<b><u>Amount</u></b>
July 1, 2024	CORE: Subscription (Delivery of Core Risk and Anomaly Detection)	Covering 7/1/2024 through 6/30/2025	\$375,000
July 1, 2024	CORE: Implementation for additional infrastructure and County, State and Federal data feeds	7/1/2024 through 12/31/2025	\$55,000
July 1, 2025	CORE: Subscription	Covering 7/1/2025 through 6/30/2026	\$375,000
July 1, 2026	CORE: Subscription	Covering 7/1/2026 through 6/30/2027	\$375,000
		<b>Contract 3 Year Total</b>	<b>\$1,180,000</b>

Subscription pricing will be held constant for the three years of the initial contract term. San Mateo will have the option to extend for an additional Four years (beyond the initial term) at the same discounted annual price that Ladris extended to the County for all five modules described above, with an option for Ladris (as a protection against increases in its costs for server time, data feeds paid by it, and salaries) of increasing such discounted price by the amount of increase in the consumer price index.

**EXHIBIT C****PAYMENT AND RATES**

Fees. All fees for the Cloud Services, data loading or other professional services, are set forth as follows:

<b><u>Date</u></b>	<b><u>Service</u></b>	<b><u>Service Period</u></b>	<b><u>Amount</u></b>
July 1, 2024	CORE: Subscription (Delivery of Core Risk and Anomaly Detection)	Covering 7/1/2024 through 6/30/2025	\$375,000
July 1, 2024	CORE: Implementation for additional infrastructure and County, State and Federal data feeds	7/1/2024 through 12/31/2025	\$55,000
July 1, 2025	CORE: Subscription	Covering 7/1/2025 through 6/30/2026	\$375,000
July 1, 2026	CORE: Subscription	Covering 7/1/2026 through 6/30/2027	\$375,000
		<b>Contract 3 Year Total</b>	<b>\$1,180,000</b>

Fee Increases. Fees are fixed for the Initial term of the Base Agreement. Thereafter, Contractor may increase Fees on any follow on term, if any, of the Effective Date in amount equal to the increase in the Consumer Price Index (Average Price Data). Following the expiration of the Initial Term or any extended term, Contractor may increase its Fees to County by providing County with at least 60 days written notice prior to the expiration of such term of a revised fee to be effective upon commencement of the expanded term. For a period of four years following any extension of the Base Agreement beyond the Initial Term, no such revised fee shall exceed the subscription fee for the Initial Term incremented to adjust to changes in the Consumer Price Index.

Taxes. All fees and other amounts payable by County under this Agreement are net of all applicable taxes. Any claim for sales tax exemption by the County shall be provided to Contractor in writing prior to access to the Cloud Services and shall be effective only after Contractor' receipt of all proper exemption forms.

Payment. County shall pay all Fees in US dollars within thirty (30) days following the date of the invoice therefore. County shall make payments to the address or account that Contractor may specify in writing from time to time.

Late Payment. If County fails to make any payment when due then, in addition to all other remedies that may be available, if such payment is not made within 90 days of the date when due, Contractor may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable Law.

## EXHIBIT D

### WARRANTIES AND DISCLAIMERS

Accuracy of County Data. County acknowledges that Contractor will have no responsibility for the content, accuracy or completeness of any Infrastructure Data and Data feeds.

DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE BASE AGREEMENT, ALL CLOUD SERVICES AND CONTRACTOR MATERIALS ARE PROVIDED "AS IS" AND CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, CONTRACTOR MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES OR CONTRACTOR MATERIALS WILL MEET COUNTY REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE. COUNTY ACKNOWLEDGES THAT THE PREDICTION OF RISK IS SUBJECT TO INHERENT UNCERTAINTY AND THE INPUT DATA TO THE CLOUD SERVICES WILL NOT REFLECT ALL THE RELEVANT FACTORS AFFECTING RISK.

ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN COUNTY AND THE THIRD-PARTY OWNER OF THE THIRD-PARTY MATERIALS. CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO.

HAZARDOUS ENVIRONMENT. CONTRACTOR AND COUNTY ACKNOWLEDGE THAT THE SERVICE INVOLVES ESTIMATING POTENTIAL FUTURE OUTCOMES FOR WHICH IT IS IMPOSSIBLE TO ANTICIPATE ALL FACTORS THAT MAY INVOLVE RISK OR INJURY TO THOSE AFFECTED. IN ADDITION, ARTIFICIAL INTELLIGENCE AND LARGE LANGUAGE MODELS ARE FRONTIER TECHNOLOGIES THAT ARE STILL IMPROVING IN ACCURACY, RELIABILITY AND SAFETY.

THE PURPOSE OF THE FOREGOING PROVISIONS IS TO LIMIT CONTRACTOR'S LIABILITY UNDER THIS AGREEMENT AND, IN THE ABSENCE OF THESE PROVISIONS, CONTRACTOR WOULD NOT HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT.

#### MITIGATION OF LIABILITY WITH RESPECT TO INTELLECTUAL PROPERTY.

Mitigation. If any of the Cloud Services are, or in Contractor's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if County's or any Authorized User's use of the Cloud Services is enjoined or threatened to be enjoined, Contractor may, at its option and sole cost and expense:



obtain the right for County to continue to use the Cloud Services and Contractor Materials materially as contemplated by this Agreement;

modify or replace the Cloud Services in whole or in part, to seek to make the Cloud Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Cloud Services under this Agreement; or

by written notice to County, terminate this Agreement and require County to immediately cease any use of the Cloud Services and Contractor Materials, provided that if such termination occurs prior to the expiration of any period with respect to which County has paid a Fee, County will be entitled to a pro-rata refund of any portion of such period following termination.

## EXHIBIT E

### INTELLECTUAL PROPERTY RIGHTS AND RESTRICTIONS ON USE

Acknowledgment. County acknowledges that Contractor owns all right, title and interest, including all Intellectual Property Rights in the Cloud Services, Cloud Service software, Contractor Data, Contractor Materials, and all derivative works thereof. County shall not acquire any Intellectual Property Rights with respect to the Cloud Services, Cloud Service software or Contractor Materials (including Third-Party Materials), except for the limited authorization set forth the Base Agreement and the exhibits and attachments thereto and any applicable third-party licenses and, in each case, subject to the restrictions set forth below.

Feedback. If County or any of its employees or contractors submits, orally or in writing, ideas, suggestions or recommended changes to the Cloud Services or Documentation, including without limitation, new features or functionality relating thereto ("**Feedback**"), Contractor is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. County hereby assigns to Contractor on County's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Contractor is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Contractor is not required to use any Feedback. Feedback will not be considered Trade Secret.

Prohibitions. (A) County shall not (i) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code or object code of the Cloud Service software, in whole or in part, or (ii) copy, modify, or prepare derivative works of the Cloud Service software or the Contractor Materials.

(B) County shall not, and shall not permit any other Person to, copy, distribute, reproduce, incorporate, use, or access the Cloud Services or Contractor Materials in any manner except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. Without limiting the generality of the foregoing, County shall not, except as this Agreement (or any applicable open source license) expressly permits:

access or use the Cloud Services other than through the use of valid Access Credentials;

input, upload, transmit or otherwise provide to or through the Cloud Services any information or materials that are unlawful, injurious, or contain, transmit or activate any Harmful Code;

remove, delete, alter or obscure any trademarks, terms of service, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Cloud Services or Contractor Materials, including any copy thereof; or

access or use the Cloud Services or Contractor Materials for the development of a competing software service or product or any other purpose that is to Contractor' detriment or commercial disadvantage.

Open Source Programs. The Cloud Service software may include Open Source Programs. Any use of Open Source Programs by County is subject to and governed solely by the terms and

conditions of the applicable open source license agreement(s). On County's written request, Contractor will provide County (at no additional cost) information how to obtain a copy of the source code for such Open Source Programs in accordance with the terms of the controlling open source license agreement(s).

County Maps. County may supply Contractor with Maps it uses in planning and modeling disasters, including those used for evacuation scenarios. County represents and warrants that either such Maps are in the public domain or that County has full rights to license, including the right to sublicense use of such Maps.

The Cloud Services are a "Commercial Item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, 48 C.F.R. 227.7202, and 48 C.F.R. 12.211, respectively.

Trade Secrets. Contractor acknowledges that County has an obligation to make information regarding the Cloud Services available to the public. However, in connection with this Agreement Contractor (as the "**Disclosing Party**") may disclose or make available Trade Secrets of Contractor or its licensors to County (as the "**Receiving Party**"). "**Trade Secrets**" information that if disclosed in writing or on-screen is marked as Trade Secret or, if disclosed orally, is designated as Trade Secret at the time of disclosure and followed within 3 business days of disclosure by a written document (which may be communicated by email) designating such information as Trade Secret.

Protection of Trade Secrets. The Receiving Party shall:

not access or use Trade Secrets other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement except as may be permitted by and subject to its compliance with compelled disclosures, below.

safeguard the Trade Secrets from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

not disclose or permit access to Trade Secrets other than to those of its Representatives who:

- (i) need to know such Trade Secrets for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement;
- (ii) have been informed of the confidential nature of the Trade Secrets and the Receiving Party's obligations under this Article 10;
- (iii) are bound by confidentiality and restricted use obligations at least as protective of the Trade Secrets as the terms set forth herein; and
- (iv) ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms hereof.

Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Trade Secrets then, to the extent permitted by applicable Law, the

Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under these provisions.

## **EXHIBIT F**

### **DATA USAGE AND RIGHTS**

County hereby grants to Ladriss, and Ladriss Personnel all such rights and permissions in or relating to Customer Data and Infrastructure Data as are necessary or useful to perform the Cloud Services. In addition, to the extent that County may have intellectual property rights in Contractor Data or Resultant Data, County hereby grants to Contractor a perpetual, royalty free, non-exclusive worldwide license to reproduce, use save and license and sublicense such intellectual property rights and data.

Resultant Data and Infrastructure Data will be used in several CORE modules to train and develop machine learning and artificial intelligence transformers, including transformer weights. County acknowledges that once such transformers and weights are trained, such data cannot be extracted. Consequently, County grants to Contractor s a perpetual, royalty free, non-exclusive worldwide license to reproduce, use, save and license and sublicense such intellectual property rights as it may have in Resultant Data and County Infrastructure Data and County data feeds for use in connection with the Cloud Services for other Contractor customers and any other products and services that are developed and marketed by Contractors, its successors and assigns. Contractor guarantees that no other licensee of the CORE services will be able to extract such Resultant Data and Infrastructure Data in a manner that identifies such data as being associated with San Mateo County.

## EXHIBIT G

### UPTIME AND SUPPORT

#### A. Uptime

Service Levels. During the Term of this Agreement, Contractor will use commercially reasonable efforts to make the Cloud Services Available at least 99.5% of the time as measured over the course of each calendar month during the Term (each such calendar month, a “**Cloud Service Period**”), excluding unavailability as a result of any of the Exceptions described below in 0 (the “**Availability Requirement**”). “**Service Level Failure**” means a material failure of the Cloud Services to meet the Availability Requirement. “**Available**” means the Cloud Services are available for access and use over the Internet and are operating in substantial accordance with the Specifications.

Service Level Failures and Remedies. In the event of a Service Level Failure, and if County otherwise meets its obligations under this Agreement, Contractor shall issue a credit to County in the amount of a percentage of the Fees due for the Cloud Service Period in which the Service Level Failure occurred (each a “**Service Credit**”) as set forth in the following table: In the first column, the Percentage of Availability shall be calculated according to the formula referenced below.

Percentage of Availability	Amount of Service Credit
between 98.0% and 99.5%	10%
between 95.0% and 98.0%	18%
below 95.0%	40%

In addition, all Service Credits shall be subject to the following:

Contractor has no obligation to issue any Service Credit unless County requests such Service Credit and provides to Contractor the supporting information set forth in 0(b) below within seven (7) days following the end of the applicable Cloud Service Period;

County must provide to Contractor all information necessary to document the Service Level Failure, including without limitation, log files showing the period(s) when the Cloud Services were not Available, the date(s) and time(s) on which they occurred, the number and location(s) of the affected Authorized Users (if applicable); descriptions of County’s attempts to resolve the matter; and any other pertinent information;

in no event will a Service Level Credit for any Cloud Service Period exceed fifty percent (50%) of the total Fees that would be payable for that Cloud Service Period if no Service Level Failure had occurred;

if a dispute arises with respect to any Service Level Failure, Contractor will make a good faith determination to resolve the dispute based on its system logs, monitoring reports,

configuration records, and other available information, which Contractor shall make available to County upon County's request; and

any Service Credit payable to County under this Agreement will be issued to County in the calendar month following the Cloud Service Period in which the Service Level Failure occurred. This 0 sets forth Contractor's sole obligation and liability and County's sole remedy for any Service Level Failure.

**Measurement.** If the Cloud Services are provided from servers operated and maintained by a nationally recognized cloud service provider (such as AWS or Azure), then availability will be measured by such provider's standard processes and formulas therefore. In assessing uptime, the following terms shall be used as defined below.

**"Anticipated Available Minutes"** means the Total Minutes less the Excluded Minutes.

**"Excluded Minutes"** means that the total number of minutes the Cloud Services were not available as a consequence of the exclusions set forth below in 0, as reasonably determined by Contractor.

**"Unavailable Minutes"** means the number of minutes during the relevant Cloud Service Period that the Cloud Services were not available, not including Excluded Minutes.

**"Total Minutes"** means the total number of minutes in the relevant Cloud Service Period.

**Exceptions.** For purposes of calculating the Availability Requirement, the following are "**Exclusions**" to the Availability Requirement, and neither the Cloud Services will be considered not Available, nor any Service Level Failure be deemed to occur that is due, in whole or in part, to any:

access to or use of the Cloud Services by County or any Authorized User, or using County's or an Authorized User's Access Credentials, in a manner that does not strictly comply with this Agreement and the Documentation;

Any delay or failure of performance caused in whole or in part by County's delay in performing, or failure to perform, any of its obligations under this Agreement;

County's or its Authorized User's Internet connectivity;

Force Majeure Event;

Scheduled Downtime as set forth below; and

any suspension or termination of County's or any Authorized Users' access to or use of the Cloud Services as permitted by this Agreement.

**Scheduled Downtime.** Contractor will use commercially reasonable efforts to give County at least five hours prior notice of all scheduled outages of the Cloud Services, "**Scheduled Downtime**" shall mean any such scheduled outage for which at least five hours prior notice has been given and which does not persist for more than 90 consecutive minutes. There shall not be more than one Scheduled Downtime event per month.

## **B. Support**

Contractor's obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding

number as the current Release. For example, if the current Release is 4.5, Contractor will support only those Versions between 3.x and 4.5. If County desires support for earlier Versions of the Software, such support may be treated by Contractor as additional consulting services for which County will be billed at Contractor' then-current time-and-materials rates. County understands that its implementation of a new Version may require County to upgrade its Computer System.

**Data Backup, Retention and Disposal.** Contractor shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Contractor shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Contractor will back up County data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at County's election, Contractor will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon County's request, Contractor will supply County with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used.

## **Disaster Recovery**

The Contractor will maintain a Disaster Recovery Plan with respect to the services provided to the County. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Contractor' service in which the Contractor, using reasonable judgment, requires relocation of processing to a recovery location. The Contractor shall notify the County as soon as possible after the Contractor deems a service outage to be a Disaster. The Contractor shall move the processing of the County's services to a recovery location as expeditiously as possible and shall coordinate the cut-over. During a disaster, optional or on-request services shall be provided by the Contractor only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

**Administrative Functions Performed by Contractor.** Contractor shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring.

## **Covered Maintenance**

Contractor will provide to County: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Contractor for the Software and related Documentation during the Term of this



Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Contractor hereunder.

### **Service Level Agreement**

Contractor will maintain a website accessible by County, which contains information concerning the Software and Support Services.

Contractor will respond to County requests for software support services regarding the Cloud Services in accordance with the procedures identified below. In each case, County may describe and submit notice of the support need by telephone, facsimile or electronic mail.

All Contractor staff assigned to provide services to County will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.

Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Contractor shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at County's location for remote support, which equipment is to be obtained by County at its sole expense.

Contractor shall provide County with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding County-recognized holidays.

Response Policy. Contractor shall respond to any Errors reported by County based on the priority code assigned to each such Error. County shall identify the priority code when it initially reports the Error to Contractor. Contractor may, in its reasonable discretion, reclassify the Error after its initial investigation. In the event Contractor does not meet the service level response for the Error as described in the table below, the County may request to escalate the Error to a higher priority code, which request the Contractor shall not unreasonably deny.

## Priority Levels and Response Times

**Response times are for business hours.**

<b>Tier</b>	<b>Priority</b>	<b>Response</b>	<b>Initial Update</b>	<b>Workaround</b>	<b>Restore</b>
<b>Tier-1</b>	Urgent	1	2	6	24
<b>Tier-1</b>	High	2	3	9	36
<b>Tier-1</b>	Normal	4	8	24	as agreed
<b>Tier-1</b>	Low	8	12	as agreed	as appropriate
<b>Premium</b>	Urgent	2	4	12	48
<b>Premium</b>	High	4	6	18	72
<b>Premium</b>	Normal	8	16	48	as agreed
<b>Premium</b>	Low	16	24	as agreed	as appropriate
<b>Pro</b>	Urgent	4	8	24	96
<b>Pro</b>	High	8	12	36	144
<b>Pro</b>	Normal	16	32	96	as appropriate
<b>Pro</b>	Low	32	48	as appropriate	as appropriate
<b>Standard</b>	Urgent	8	16	48	192
<b>Standard</b>	High	16	24	72	288
<b>Standard</b>	Normal	32	64	192	as appropriate
<b>Standard</b>	Low	64	96	as appropriate	as appropriate

<b>Priority Level</b>	<b>Definition</b>
Urgent	Trouble condition where the system is completely out of service or is causing significant business impact to the County and no immediate workaround is available
High	System affected with intermittent loss of simulation capability or a problem that significantly affects deployment
Normal	System issues alerts and/or exhibits unexpected behavior without affecting core functionality
Low	Technical consultations, feature suggestions

**EXHIBIT H**

**MISCELLANEOUS**

**Force Majeure Event.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by: (a) acts of God, including floods, fire and pandemics; (b) flood, fire, or explosion; (c) war, terrorism, invasion, riot, or other civil unrest; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) internet outage or failure including denial of service attacks or (h) other similar events (each of the foregoing, a “Force Majeure”).

**Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.