

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND OPENSESAME INC.**

This Agreement is entered into this \_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and OpenSesame Inc., hereinafter called "Contractor."

\* \* \*

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 e-learning content available to all staff; and

Whereas, certain e-learning content licensed under this Agreement ("Courses") is provided by third-party publishers and licensors ("Publishers").

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

**1. Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Order Form, Payments and Rates
- Exhibit C—Contractor Additional License Terms
- Exhibit D—Service Level Agreement

1.2 The initial Order Form is attached to Exhibit B. The Parties may execute additional Order Forms during the Agreement Term. Each additional Order Form must be in writing, signed by authorized representative of both Parties, and reference this Agreement. Each Order Form will include, at a minimum: (i) the services and/or Courses purchased, (ii) the Order Term, and (iii) Fees and billing details.

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

In consideration of the Fees set forth in this Agreement and in each applicable Order Form, Contractor will provide County the services and/or Courses described in such Order Form(s) in accordance with (i) this Agreement, (II) the applicable Order Form(s), and (iii) Exhibit C.

**3. Fees; Invoicing; Taxes**

3.1 In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit B, County shall make payment to Contractor the fees set forth in each Order Form ("Fees"). Invoices will be sent to the billing contact and invoice delivery instructions set forth in the applicable Order Form. County is responsible for all sales, use, excise, VAT, and similar taxes, excluding taxes based on Contractor's net income.

3.2 County will pay all undisputed invoices in accordance with the payment terms set forth on the applicable Order Form. If County disputes an invoice in good faith, County will provide written notice describing the basis for the dispute within thirty (30) days after receipt of the invoice and will timely pay all undisputed amounts. The Parties will work in good faith to resolve any invoice dispute promptly.

3.3 In no event shall County's total fiscal obligation under this Agreement exceed Six Hundred Eighty-Four Thousand Six Hundred Dollars (\$684,600.00, the "Not-to-Exceed Amount"). County's obligation to pay Fees arises only upon execution of an Order Form. The Not-to-Exceed Amount may be increased only by a written amendment signed by authorized representatives of both Parties.

#### **4. Term**

Subject to Section 5 (Termination), the term of this Agreement shall begin on Wednesday, April 1, 2026 and will continue until expiration or termination of all Order Forms (the "Agreement Term"), through Monday, June 30, 2031. Each Order Form will specify its start and end dates (each, an "Order Term").

#### **5. Termination**

5.1. 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.

5.2. Either Party may terminate this Agreement or an affected Order Form upon written notice if the other Party materially breaches this Agreement (including Exhibit C) and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach.

5.3. Contractor may suspend access to the Courses (in whole or in part) if County fails to pay any undisputed Fees within ten (10) days after receipt of written notice of delinquency.

5.4. Upon expiration or termination of an Order Form, County's rights to access and use the Courses under such Order Form will cease

(a) If County terminates for Contractor's uncured breach, Contractor will provide a prorated refund of any prepaid Fees covering the period after the effective date of termination for the terminated Order Form.

(b) If Contractor terminates for County's uncured breach (including non-payment), all unpaid Fees for work that has been performed under the then-current Order Term will immediately become due and payable, and County will promptly pay all outstanding invoices.

#### **6. Intellectual Property; County Content**

6.1. As between the Parties, Contractor and its licensors (including Publishers) retain all right, title, and interest in and to the Courses and all related intellectual property, including all software, platform services, Courses, course files, and documentation, and any modifications, enhancements, or derivatives thereof ("Contractor Materials"). No rights are granted to County except as expressly set forth in this Agreement, an Order Form, or Exhibit C.

6.2. As between the Parties, County retains all right, title, and interest in and to any data, content, or materials provided by County to Contractor (“County Content”). County grants Contractor a limited, non-exclusive license during the Agreement Term to host, copy, transmit, and otherwise use County Content solely as necessary to provide the Courses and related support to County.

## **7. Relationship to 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.

## **8. Hold Harmless**

### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third-party claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost caused by the breach of this Agreement by Contractor. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

### **b. 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 Courses 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) arising

out of or related to any claim by a third party that County's use of Courses provided by Contractor in accordance with the terms of this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States.

c. Contractor's duty to defend, indemnify, and hold harmless under this Section 8 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.

d. Notwithstanding anything in this Section 8 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.

e. The duty of Contractor to indemnify and save harmless as set forth by this Section 8 shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

f. Except as explicitly provided herein, Contractor (i) does not warrant the Courses provided; and (ii) disclaims any and all responsibility or liability for the content, completeness, accuracy, reliability, or availability of information or materials displayed on, or delivered. County is responsible for conducting its own research before choosing a Course. This is the case even in the event that County requests assistance from Contractor in selecting Courses. Except with respect to its indemnification obligations in this Section 8, Contractor's cumulative and sole liability for any claim will be limited to three times (3X) the fees paid and payable by County to Contractor over the 12-month period preceding the event that gave rise to such claim ("General Liability Cap").

g. THIS SECTION 8 SETS FORTH COUNTY'S SOLE REMEDIES AND CONTRACTOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE COURSES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL OPENSESAME'S LIABILITY UNDER THIS SECTION 8 EXCEED THE AMOUNT BELOW ("INDEMNIFIED CLAIMS CAP").

Total Annual Fees*	Indemnified Claims Cap
Less than \$50,000 USD	General Liability Cap
\$50,000-\$250,000 USD	Up to \$500,000 USD
\$250,001-\$500,000 USD	Up to \$1,000,000 USD
\$500,001+ USD	Greater of 3x the General Liability Cap or \$2,000,000 USD

\*Consists of total fees paid and payable to OpenSesame for purchase of Courses in the twelve (12) month period preceding the date of the claim.

h. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE EXERCISE OF ITS RIGHTS HEREUNDER, INCLUDING LOST PROFITS ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES. NOTHING IN THIS SECTION 8(h) IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY.

**9. Assignability and Subcontracting**

9.1 Contractor shall not assign this Agreement or any Order Form without the prior written consent of County, except that Contractor may assign this Agreement and any Order Form without consent to a successor in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its business or assets. Any attempted assignment in violation of this Section 9.1 is void.

9.2 Contractor shall not subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County.

**10. Insurance**

10.1. 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. Contractor will use commercially reasonable efforts to provide advance notice of any cancellation or modification of the policy.

10.2. 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.

10.3. 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:

- (a) Comprehensive General Liability... ..\$1,000,000
- (b) 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.

10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	<p><b>\$5,000,000</b> per occurrence for Privacy and Network Security,</p> <p><b>\$1,000,000</b> per occurrence for Technology Errors and Omissions</p> <p>To be carried at all times during the term of the Contract and for three years thereafter.</p>
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If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

(1) Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor’s network or control. Provide coverage for liability claims, computer theft, extortion,

or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

(2) Technology Errors and Omissions

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, repair, management, or outsourcing any of the foregoing.

**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.

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

**12. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

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

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases

prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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.

#### 13.8. 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.

#### 14. **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.

**15. 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.

**16. Merger Clause; Amendments**

This Agreement, including all Order Forms and Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, proposals, negotiations, and understandings, whether written or oral. 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. 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.

**17. 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.

**18. 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 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: Gabe Aponte/ HR Division Manager  
Address: 500 County Center, 4th Floor, Redwood City, CA, 94063  
Telephone: (650) 363-4696  
Email: gaponte@smcgov.org

In the case of Contractor, to:

Name/Title: Legal Department  
Address: 1606 Headway Cir, Suite 9405, Austin, TX 78754  
Telephone: (503) 808-1268  
Email: legal-notices@opensesame.com

**19. 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.

**20. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

Legal approval: 2/26/2026 | 11:27 AM PST

Initial  
BR

For Contractor: OpenSesame Inc.

DocuSigned by:

*Joshua Blank*

2/26/2026 | 1:31 PM PST

Joshua Blank

E8FE8F0F23F5463...  
Contractor Signature

Date

Contractor Name (please print)

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Abby Miles

Name of Contractor(s): OpenSesame Inc.

Street Address or P.O. Box: 1606 Headway Cir, Suite 9405

City, State, Zip Code: Austin, TX 78754

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:  
*Joshua Blank*  
E8FE8F9F23F5463...

Title of Authorized Official:

President & Chief Product Officer

Date:

February 18, 2026

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."



## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Contractor will be responsible for supplying, maintaining, and supporting a catalog of e-learning content that is compatible with Workday Cloud Connect for Learning certified integration and readily accessible to county employees.

### **Content Requirements:**

The content catalog must encompass a diverse range of subject areas relevant to the public sector. Topics shall include, but are not limited to:

- Leadership & Management
- Professional Development
- Business Writing
- Regulatory Compliance
- Artificial Intelligence
- Cybersecurity
- Productivity Tools (e.g., Microsoft Office Suite)
- Wellbeing
- Diversity, Inclusion & Belonging

### **Searchability:**

All content must be searchable within Workday Learning using keywords, topics, and competencies to ensure ease of access and discoverability.

### **Completion Recognition:**

Vendors must offer certificates of completion or equivalent features to validate learner achievement.

### **Content Highlights:**

The catalog should clearly identify newly added, popular and featured courses to support user engagement and content discovery.

### **Flexible Learning Formats:**

Courses should be available in varying lengths to support asynchronous learning and accommodate different learner schedules.

### **Content Currency:**

All offerings must be regularly updated to reflect evolving best practices, emerging trends, legal and regulatory changes, and industry standards. New and relevant courses should be added on an ongoing basis.

### **Continuing Education & Certification:**

Include course offerings that support Continuing Education Units (CEUs) and preparation for widely recognized certifications such as PMP, SHRM-CP, Six Sigma, and others.

**Interactive Learning Features:**

Courses must incorporate interactive elements such as videos, quizzes, knowledge checks, and progress tracking, to enhance learner engagement.

**Device Compatibility:**

All content must be accessible and functional across both desktop and mobile devices.

**Workday Cloud Connect for Learning Certified Integration Requirements:**

- Must be Workday Cloud Connect for Learning Certified.
- All content must be compatible with Workday Learning and adhere to SCORM or AICC standards.
- Course Management: County Administrators should have the ability to preview new course offerings and customize or select content prior publication.
- Access Control: County Administrators must be able to restrict course access to designated user groups (e.g., managers, supervisors).
- Content Filtering: County Administrators should be able to exclude content from vendor’s general catalog that does not align with County principles and standards (e.g., sales, marketing materials).

**Training and Customer Support Services:**

- As part of the implementation process, deliver targeted training sessions for administrators, emphasizing system setup, configuration, ongoing maintenance, and troubleshooting procedures.
- Collaborate closely with designated HR administrators to continuously manage and update e-learning within Workday Learning.
- Supply comprehensive user guide templates tailored for administrators.
- Provide customizable marketing material templates to support employee engagement.
- Offer dedicated account management services, including quarterly reviews to assess platform usage, share best practices, and identify opportunities for enhancement.
- Ensure the assigned customer account representative responds promptly and professionally to all inquiries, addresses concerns and complaints, and shares current content updates.
- Make technical support services available during standard business hours.

**County of San Mateo Performance Measures**

Contractor shall endeavor to meet the Key Performance Indicator (KPI) Targets as indicated below. Capitalized terms are as defined in Exhibit D.

Category	Measurement Factor	KPI Target
eLearning Application	Availability	99.5%, measured monthly
Account Management	Response Time	Next Business Day
Customer Support: Live Chat	Response Time during Support Hours	15 seconds

<b>Category</b>	<b>Measurement Factor</b>	<b>KPI Target</b>
Customer Support: Email	Response Time during Support Hours	15 minutes
Customer Support: Phone	Response Time during Support Hours	3 rings

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A subject to the terms of the Agreement, County shall pay Contractor based on the following Order Form and Fee Payment terms:



OpenSesame Inc. | 1606 Headway Cir, Suite 9405, Austin, TX 78754 | (503) 808-1268

**Sales Order No.** Q-52822 | **Date:** 2/24/2026 | **Expires:** 3/31/2026

**Sales Order**

CUSTOMER	
<b>County of San Mateo CA</b> 500 County Ctr Fl 4 Redwood City, California 94063 United States	<b>Contact:</b> Gabe Aponte   gaponte@smcgov.org

**Start Date:** 4/1/2026 | **Billing Date:** Per Billing Schedule | **Billing Frequency:** Per Billing Schedule

ITEM	USERS	MONTHLY USER PRICE**	TERM MONTHS*	START DATE*	END DATE*	TOTAL PRICE
OpenSesame Plus Complete Subscription	7,000	\$1.30	15	4/1/2026	6/30/2027	\$136,920.00
OpenSesame Plus Complete Subscription	7,000	\$1.63	12	7/1/2027	6/30/2028	\$136,920.00
OpenSesame Plus Complete Subscription	7,000	\$1.63	12	7/1/2028	6/30/2029	\$136,920.00
OpenSesame Plus Complete Subscription	7,000	\$1.63	12	7/1/2029	6/30/2030	\$136,920.00
OpenSesame Plus Complete Subscription	7,000	\$1.63	12	7/1/2030	6/30/2031	\$136,920.00
						<b>\$684,600.00</b>

\*OpenSesame may adjust the Order Start and End Date depending on the date Customer executes this Sales Order. Any adjustment will not impact Total Price or term length. Customer can contact Customer Service at any time to confirm the Start Date.

\*\*The Monthly/Unit Price has been rounded to two decimal places for display purposes. The Annual Price for this order was calculated using the actual unrounded price.

Prices do not include applicable taxes, which are the responsibility of Customer. This is not an invoice.

**Billing Schedule**

Invoice Date	Amount
July 1, 2026	\$136,920.00
July 1, 2027	\$136,920.00
July 1, 2028	\$136,920.00
July 1, 2029	\$136,920.00
July 1, 2030	\$136,920.00

## **Terms & Conditions**

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PAYMENT TERMS NET 30 FROM DATE OF INVOICE. INVOICE SENT UPON EXECUTION HEREOF.

If you are purchasing an annual or multi-year OpenSesame Plus subscription, the initial term of this Sales Order shall be coextensive with the purchased license term, starting from the date OpenSesame enables Customer's access to courses, and shall automatically renew for subsequent 12-month terms, subject to standard OpenSesame pricing changes. Customer may terminate any subsequent term by providing 30 days written notice to [legal-notices@opensesame.com](mailto:legal-notices@opensesame.com) before commencement thereof.

OpenSesame reserves the right to disable courses and terminate this Sales Order in the event of late payment.

This Sales Order is subject to the terms and conditions of the Agreement by and between the parties entered into concurrently.

### **Fee Terms:**

Contractor will submit itemized invoices annually or by the 10th business day for services rendered during the previous month. Invoices are to be sent to [HR\\_Finance@smcgov.org](mailto:HR_Finance@smcgov.org) or via mail to:

County of San Mateo – HR  
Attn: Accounts Payable  
500 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

## **Exhibit C**

### **Contractor Additional License Terms**

**1. General.** Courses are purchased subject to a non-exclusive license to use that Course consistent with the purchased license type described in the Order Form (“License Type”), as described in Section 3.4 (License Types). Ownership of all intellectual property rights, including all copyright, trademarks, designs and patents whether registered or unregistered, and all other intellectual property, software and goodwill relating to the Course will remain with Contractor and its Publishers. All Course seats are sold for single person usage only and not to be broadcast, or otherwise shared. Contractor reserves the right to terminate an Order Form if it determines that County has violated the terms of this Agreement and/or the applicable Order Form.

**2. Other Limitations.** County will not: (a) allow minors to access the Courses or Contractor’s systems; (b) copy, record, edit or alter or otherwise interfere with the Courses provided by Contractor, including but not limited to: (i) use recording equipment to record during playback of the Courses; (ii) overlay the Courses with other audio, video or images or distorting the quality of the training programs; (iii) remove, edit or otherwise interfere with (or attempt to remove, edit or otherwise interfere with) any names, marks, logos or branding on the Courses; (iv) interfere with or disrupt (or attempt to interfere or disrupt) the proper operation of Contractor’s software, hardware, systems or networks or courses, including but not limited to transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks, including (without limitation) corrupted files or files that contain viruses, trojans, worms, spyware or other malicious content, and will take reasonable care to avoid transmitting such files negligently; and (v) use any logo or brand name of Contractor or its Publishers for branding or marketing purposes, or in any public gathering, including for any presentation, unless otherwise provided explicit permission to do so by a Publisher or Contractor.

**3. Usage.** County may not use a Course for any purpose other than for the purpose for which it has been provided and agrees not to use Courses for illegal or inappropriate purposes, or allow usage other than in accordance with applicable law. In particular, County agrees that it will not use the Courses to do any of the following: (a) convey any false, unlawful, harassing, defamatory, abusive, hateful, racial, threatening, harmful, vulgar, obscene, seditious or otherwise objectionable or offensive material of any kind or nature; (b) carry out any commercial business other than internal employee training; or (c) falsify the origin or source of any content or other material. County’s right to access and use Courses may not be assigned, transferred or sublicensed.

**4. License Types.** Each individual Course purchased will be subject to one of the following license types. Each Order Form executed by the parties will clearly set forth the License Type, the initial length of the license (the “License Term”) and, where applicable, the number of users for which licenses are being purchased. County’s particular purchase will not necessarily include all of these License Types, nor is County obligated to purchase any particular License Type.

- a. Volume Purchase License. County may purchase access to an individual Course or Course bundle for a specific number of users (a “Volume Purchase License”). Under a Volume Purchase License, licensed users will have twelve (12) months to access the purchased Course(s) from the date Contractor enables access to such Course(s), unless a longer License Term is indicated on the applicable Order Form. Additional user licenses may be added mid-term at the original per user license purchase price. Any such additional user licenses purchased mid-term will expire co-terminate with the original purchase. For a Volume Purchase License, a Course is deemed accessed upon initial launch.

- b. Site License Purchases. County may purchase access to an individual Course or Course bundle for an unlimited number of users from an individual company (limited to a single Internet domain) (a "Site License"). Under a Site License, users may access the applicable Course(s) for the entire License Term of the purchase (from the date Contractor enables access to such Course(s)).
- c. Pay Per Use Licenses. County may purchase pay-per-use access to an individual Course (a "Pay Per Use License"). Under a Pay Per Use License, County will pay a fixed price each time a user accesses such Course. For Pay Per Use Licenses, a Course is deemed accessed when a user (i) views at least two (2) minutes of the Course, (ii) launches the Course two times, or (iii) completes the Course; whichever occurs first.
- d. OpenSesame Plus Subscription Licenses. County may purchase a subscription to Contractor's "Plus Library" of Courses for a limited number of licensed users (a "Plus License"). The Plus Library is a specific subset of Courses and is subject to change from time to time at Contractor's discretion. Under a Plus License, licensed users may access Courses in the Plus Library an unlimited number of times throughout the License Term, as indicated on the applicable Order Form. Plus Licenses come in one of several types that determine the number of Courses to which licensed users will have access, as further detailed below. The specific type of Plus License will be indicated on the applicable Order Form. County will designate one or more licensed users as "Administrators" to select the specific Courses to which other licensed users will have access. For Plus Licenses, user licenses are deemed consumed upon initial launch of a Course.
  - i. *Plus Complete*. Licensed users on a Plus Complete subscription may access an unlimited number of Courses from the Plus Library throughout the License Term. Plus Complete subscriptions include ongoing Course curation / selection services throughout the License Term.
  - ii. *Plus 100*. Licensed users on Plus 100 subscription may access up to 100 Courses from the Plus Library selected by County's Administrators. Administrators may substitute selected Courses once every three (3) months of the License Term. Plus 100 subscriptions include up to one (1) hour of Course curation / selection services per year of the License Term.
  - iii. *Plus 25*. Licensed users on a Plus 25 subscription may access up to 25 Courses from the Plus Library selected by County's Administrator(s). Administrators may substitute selected Courses once every six (6) months of the License Term. Plus 25 subscriptions do not include Course curation / selection services.

**5. Implementation.** Contractor will deliver Course files for use in County's standards compliant delivery platform. County is responsible for loading, categorizing, and assigning Courses.

**6. Additional Products.** County's purchase of Course licenses is governed by the terms of the Agreement, including this Exhibit. To the extent County purchases licenses to, or otherwise accesses, any other products, additional terms for those products, found at [www.opensesame.com/legal](http://www.opensesame.com/legal), will apply, solely as related to those products, and are incorporated by reference into this Agreement.

**7. Course Substitutions.** Contractor retains the right to substitute substantially similar Courses for those initially selected as necessary. Contractor also reserves the right to remove Courses. In the event that County purchases a Volume Purchase License and a purchased course is removed other than due to a breach by County, Contractor shall issue a pro rata refund of the purchase price for such course license.

## **Exhibit D**

### **OpenSesame Service Level Agreement**

This document enumerates OpenSesame's Service Targets pertaining to eLearning Application Uptime and Account Management / Customer Support service response time goals.

#### **Definitions:**

- **Business Day:** Monday through Friday, excluding the U.S. Holidays listed below and all UK Bank Holidays (together, "Holidays").
- **US Holidays:**
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - The day after Thanksgiving
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
- **Support Hours:** 24-hour Support (Pacific Time Zone) every Business Day
- **Holiday Support:** 24-hour Support (Pacific Time Zone) excluding chat support, on all Holidays
- **eLearning Application:** OpenSesame course delivery system available at <https://player.opensesame.com>
- **Customer Support:** communication between customer and OpenSesame regarding any problem accessing course content or the OpenSesame eLearning Application. All **Customer Support** emails must be sent to support@opensesame.com.
- **Account Management:** communication between customer and OpenSesame regarding project management, payment, adding courses to LMS, reports, or any other non-**Customer Support** issue. **Account Management** emails must be sent to customer's assigned OpenSesame account manager.
- **Maintenance:** activities which may affect **Availability** of **eLearning Application**
- **Maintenance Window:** the period of time between 8PM and 11:59PM Every Monday (Pacific Time Zone) which OpenSesame has reserved for **Maintenance**. System **Availability** is usually maintained during this period.
- **Scheduled Maintenance:** **Maintenance** occurring outside Maintenance Window which has been communicated to customer 7 or more days in advance. OpenSesame will undertake no more than 12 hours of **Scheduled Maintenance** per calendar year.
- **Emergency Maintenance:** **Maintenance**, usually in the case of applying emergency security patches or security issue remediation, which occurs outside **Maintenance Window** and is not communicated 7 days in advance.
- **Availability:** the **eLearning Application** is considered to be **Available** if no more than 1 consecutive request made by OpenSesame's internal and external monitoring systems results in error. **eLearning Application** is considered to be **Available** again once more than 1 consecutive monitoring request is successful. **Maintenance Window**, **Scheduled Maintenance**, and **Emergency Maintenance** periods are excluded from **Availability** calculation. Functioning of individual courses is not included in **Availability** calculation.
- **Uptime:** period of time during which **eLearning Application** is **Available**. OpenSesame **eLearning Application Uptime** is available at our status page, <https://status.opensesame.com/>.

- **Response Time:** period between initial communication by customer and OpenSesame’s first response. First response is not an automated reply but a member of OpenSesame’s support staff who will begin to resolve or escalate the case.
- **Platform Support Incident:** a **Customer Support** incident in which one or more users is unable to access the **eLearning Application** in its entirety. Does not pertain to individual courses.
- **Content Support Incident:** a **Customer Support** incident in which one or more users is unable to access a specific course (but the **eLearning Application** platform is still available).

**Support Incident Response Definitions:**

Category	Scope	Response
<b>Platform Support Incident</b>	Customer-Wide, Platform-Wide	Upon receipt of a Customer-Wide or Platform-Wide incident, OpenSesame support team will commence resolution activities within 1 hour
<b>Platform Support Incident</b>	Specific customer geographical location or specific user	Upon receipt of an incident affecting only a specific location or user, OpenSesame support team will commence resolution activities within 6 hours, or the next business day if incident occurs outside <b>Support Hours</b>
<b>Content Support Incident</b>	Specific OpenSesame course or course vendor	Upon receipt of an incident affecting a specific course or vendor, OpenSesame support team will commence resolution activities within 6 hours, or the next business day if incident occurs outside <b>Support Hours</b> . If OpenSesame support team is unable to resolve the issue within one business day, we will contact course vendor within 24 hours and work with them to resolve the issue.

**Support Case Escalation:**

Our Support team includes dedicated engineering resources and OpenSesame’s support workflow routes support cases requiring escalation to them without the need for a request from the customer. Support engineers consult and collaborate with the platform engineering team as necessary to resolve customer issues according to this SLA.

**Notification of eLearning Application platform changes:**

OpenSesame will notify customer at least 7 days advance of changes to the **eLearning Application** deemed likely to affect a Service Level or Customer access to the application. Customer will provide contact information for two individuals to whom this information should be provided.

**Exception:** In case of security incident or vulnerability detection, OpenSesame will take immediate **Maintenance** action to patch or remediate the affected systems and will notify customer once the **Maintenance** is complete.

Monitoring:

OpenSesame actively monitors all system components. OpenSesame IT Operations staff are automatically notified of any irregularity in monitoring data.

Notification of downtime:

OpenSesame will notify customers in case of downtime lasting longer than 30 minutes caused by technical failure beyond our control.

**Notification Method:**

Customers will sign up to receive notifications related to maintenance and downtime via <https://status.opensesame.com/>.

## Certificate Of Completion

Envelope Id: 021C34DD-4930-44C3-A010-116487659619  
 Subject: OpenSesame\_CSM 2026\_2031\_agreement 17270-26-R000000 for signatures.pdf  
 Source Envelope:  
 Document Pages: 23  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Carling Luk  
 455 County Center  
 5th Floor, HRD 121  
 Redwood City, CA 94063  
 cluk@smcgov.org  
 IP Address: 136.226.78.177

## Record Tracking

Status: Original 2/25/2026 6:45:32 PM	Holder: Carling Luk cluk@smcgov.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: San Mateo County Human Resources	Location: Docusign

## Signer Events

Billy Rafael  
 billy.rafael@opensesame.com  
 OpenSesame Inc.  
 Security Level: Email, Account Authentication (None)

## Signature

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 170.85.13.87

## Timestamp

Sent: 2/25/2026 7:19:48 PM  
 Viewed: 2/26/2026 8:58:50 AM  
 Signed: 2/26/2026 11:27:52 AM

### Electronic Record and Signature Disclosure:

Accepted: 2/26/2026 8:58:50 AM  
 ID: 53b9e5c7-e2b8-4945-b1ca-908a054902ca

Joshua Blank  
 josh.blank@opensesame.com  
 President  
 OpenSesame  
 Security Level: Email, Account Authentication (None)

  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 200.5.56.112  
 Signed using mobile

Sent: 2/26/2026 11:27:53 AM  
 Viewed: 2/26/2026 1:30:50 PM  
 Signed: 2/26/2026 1:31:07 PM

### Electronic Record and Signature Disclosure:

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 ID: a8675504-c947-4475-ab7a-a081014a0d78

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Gabe Aponte  
 gaponte@smcgov.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/26/2026 1:31:08 PM  
 Viewed: 2/26/2026 1:33:57 PM

### Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
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Accepted: 2/26/2026 7:08:28 AM  
ID: 89df8656-df3f-4710-93ed-25c9c3447349

Elvia Gonzalez  
ebgonzalez@smcgov.org  
Security Level: Email, Account Authentication (None)



Sent: 2/26/2026 1:31:08 PM  
Viewed: 2/26/2026 1:40:33 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/9/2021 1:24:46 PM  
ID: d529149f-3554-4c8e-893d-48a58e98cda6

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/25/2026 7:19:48 PM
Envelope Updated	Security Checked	2/26/2026 11:22:31 AM
Envelope Updated	Security Checked	2/26/2026 11:22:31 AM
Envelope Updated	Security Checked	2/26/2026 11:22:31 AM
Envelope Updated	Security Checked	2/26/2026 11:22:31 AM
Envelope Updated	Security Checked	2/26/2026 11:22:31 AM
Certified Delivered	Security Checked	2/26/2026 1:30:50 PM
Signing Complete	Security Checked	2/26/2026 1:31:07 PM
Completed	Security Checked	2/26/2026 1:31:08 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, San Mateo County Human Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact San Mateo County Human Resources:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [dwebster@smcgov.org](mailto:dwebster@smcgov.org)

### **To advise San Mateo County Human Resources of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dwebster@smcgov.org](mailto:dwebster@smcgov.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from San Mateo County Human Resources**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dwebster@smcgov.org](mailto:dwebster@smcgov.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with San Mateo County Human Resources**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [dwebster@smcgov.org](mailto:dwebster@smcgov.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify San Mateo County Human Resources as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by San Mateo County Human Resources during the course of your relationship with San Mateo County Human Resources.