

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

THIS SOFTWARE LICENSE AND MAINTENANCE AGREEMENT ("Agreement") is entered into as of March 13, 2018 by and between the County of Tulare, a political subdivision of the State of California ("COUNTY") with its place of business located at 2800 W. Burrel Avenue, Visalia, CA 93291, and CI Technologies, Inc. ("CIT"), a Florida corporation with offices located at 65 Seaside Capers Road, St. Augustine, Florida 32084. COUNTY and CIT are each a "Party" and together are the "Parties" to this Agreement.

**WITNESSETH**

WHEREAS, CIT owns, markets, distributes, licenses, and maintains that internal affairs and professional standards unit software identified below ("Software" as defined hereunder); and

WHEREAS, COUNTY requires software for organizing and maintaining internal affairs and professional standards information; and

WHEREAS, COUNTY has had an opportunity to review, approve, and inspect the Software and is familiar with the Software; and

WHEREAS, COUNTY desires to license the Software from CIT, and to purchase certain maintenance and user support services for the Software, all subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, CIT and COUNTY hereby agree as follows:

**ARTICLE I. RECITALS AND DEFINITIONS**

Section 1.01 -- Recitals: The above recitals and identification of Parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

- (1) Acceptance Date: The term "Acceptance Date" shall mean the date the Software is deemed accepted as provided under Section 2.05.
- (2) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (3) Additional Users: The term "Additional Users" is not applicable since this Agreement includes Unlimited User Access per **Exhibit A**.
- (4) Associate: The term "Associate" shall mean an employee of CIT or an independent contractor hired by CIT. Any CIT officer or Associate providing on-site services to COUNTY, including any inspections under section 2.09 below, must first complete and pass a Sheriff's fingerprint and background check, at COUNTY'S expense, before entering the Authorized Facility.
- (5) Authorized Facility: The term "Authorized Facility" shall mean the office facilities of COUNTY identified in **Exhibit A**, which is attached hereto and by this reference incorporated herein.
- (6) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by CIT to receive Confidential Information and who agrees to maintain the confidentiality of such Confidential Information.
- (7) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice seeking to cancel this Agreement.

- (8) **Computer:** The term "Computer" shall mean a single computer system (including operating systems software) as configured at the Authorized Facility and shall be accessible over a secure wide area network which is compatible with the Software, owned (or leased) by COUNTY, and identified in **Exhibit A**, attached hereto and by this reference incorporated herein.
- (9) **Confidential Information:** The term "Confidential Information" shall mean all information disclosed by CIT to COUNTY which is identified by CIT as proprietary or confidential at the time such information comes into the possession or knowledge of COUNTY and which is not: (i) already known to COUNTY; (ii) in the public domain; (iii) conveyed to COUNTY by a third party; (iv) released by CIT without restriction; (v) independently developed by COUNTY; and (vi) required by court order to be released by COUNTY. For purposes of this definition, except as provided in section 6.02 below, Confidential Information shall be deemed to include all information concerning this Agreement, and the Product.
- (10) **Defects:** The term "Defect" shall mean programming or design errors which substantially impair the performance, utility and functionality of the Software on the Computer as represented in the Documentation.
- (11) **Defect Notice:** The term "Defect Notice" shall mean that certain written or electronic notice from COUNTY to CIT identifying Defects.
- (12) **Delivery Date:** The term "Delivery Date" shall mean the date the Software or an Update, Upgrade, or Enhancement to the Software is delivered to COUNTY via electronic download.
- (13) **Documentation:** The term "Documentation" shall mean that certain user manual to the Software, including Supplements thereto, as made available to COUNTY by CIT.
- (14) **Effective Date:** The term "Effective Date" shall mean the date this Agreement is signed by CIT and COUNTY, whichever is later.
- (15) **License Fee:** The term "License Fee" shall mean the amount of money specified as the License Fee in **Exhibit A**, which is attached hereto and by this reference incorporated herein.
- (16) **License Term:** The term "License Term" shall mean a period of time starting with the Effective Date and continuing until this Agreement is terminated or canceled under Article IV of this Agreement.
- (17) **Licensee:** The term "Licensee" shall mean COUNTY.
- (18) **Maintenance Agreement:** The term "Maintenance Agreement" shall mean the terms expressed in the attached **Exhibit B** under which CIT will provide COUNTY with maintenance and user support services for the Software.
- (19) **Maximum Users:** The term "Maximum Users" is not applicable since this Agreement includes Unlimited User Access per **Exhibit A**.
- (20) **Product:** The term "Product" shall mean the Software and Documentation.
- (21) **Remote Access:** The term "Remote Access" shall mean remote telecommunications network, wide area network, time sharing service, online service, electronic bulletin board service, Internet and Intranet (including, without limitation, other Internet or Intranet enabled) access to the Software.
- (22) **Restatements:** The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, and Section 1 of the Uniform Trade Secrets Act.
- (23) **Software:** The term "Software" shall mean the object code for that certain software identified on **Exhibit A**, including updates, upgrades, enhancements, and modifications to the Software as made available to COUNTY by CIT.

- (24) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of performing investigative tasks; evaluating the performance, utility and functions of the Product, and training employees of COUNTY in the use of the Product.
- (25) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the Product except for: (1) employees of COUNTY authorized by COUNTY to access the Product for the exclusive purposes of performing investigative tasks; evaluating the performance, utility and functions of the Product, and training employees of COUNTY in the use of the Product and (2) Authorized Persons.
- (26) User: The term "User" shall mean a concurrent user of the Software who is an employee of the COUNTY and located at the Authorized Facility.
- (27) User Fee: The term "User Fee" is not applicable since this Agreement includes Unlimited User Access per **Exhibit A**.
- (28) User Notice: The term "User Notice" is not applicable since this Agreement includes Unlimited User Access per **Exhibit A**.
- (29) Warranty Period: The term Warranty Period shall mean that certain period of time beginning on the Acceptance Date and continuing for one year.

## ARTICLE II: SCOPE OF LICENSE

Section 2.01 -- Grant of License: CIT hereby grants to COUNTY a non-exclusive and non-transferable license for Maximum Users to use the Software on the Computer at the Authorized Facility and to use the Documentation at the Authorized Facility for the License Term, subject to the terms and provisions of this Agreement.

Section 2.02 -- Additional Users: Not applicable.

Section 2.03 -- User Limit: Not applicable.

Section 2.04 -- Facility: COUNTY shall select and prepare a safe and suitable location in the Authorized Facility as required to install the Software on the Computer, including (without limitation) coordinating all cabling, telecommunications and electrical outlet installation as required to install the Software on the Computer. The Authorized Facility shall be completed and ready for installation of the Software on the Computer by the Delivery Date. Except as otherwise agreed to by CIT in writing, COUNTY shall implement the Software on the Computer.

Section 2.05 -- Acceptance: CIT shall deliver the Software to COUNTY on the Delivery Date via electronic download. The Software shall be deemed accepted by COUNTY thirty days after the Delivery Date unless Defect Notice is received by CIT by such thirtieth day. Upon receiving Defect Notice from COUNTY, CIT shall review the asserted Defect to determine if the Defect is valid. If, in the reasonable professional judgment of CIT, the Defect is valid, CIT shall correct the Defect and resubmit the Software for acceptance by COUNTY. If, in the reasonable professional judgment of CIT, the Defect is not valid, CIT shall submit to COUNTY a written explanation of the reasons why such asserted Defect is not valid. Upon receipt of Defect Notice from COUNTY by CIT as set forth above, the Software shall be deemed accepted by COUNTY except as to the Defect specified in the Defect Notice.

Section 2.06 -- Risk of Loss: COUNTY shall assume risk of loss to the Product as of the Delivery Date.

Section 2.07 -- Authorized Use: COUNTY shall prevent Unauthorized Users from accessing the Product. COUNTY shall prevent Unauthorized Access to the Product. COUNTY shall promptly inform CIT of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which COUNTY has knowledge or suspicion. Excepting access by CIT, COUNTY shall prevent Remote Access.

Section 2.08 -- Site Restriction: COUNTY shall use the Software only on the Computer and only at the Authorized Facility.

Section 2.09 -- Inspection: Subject to section 1.02(4) above, upon thirty (30) days' advance written notice to COUNTY, CIT shall have the right to enter and inspect the Authorized Facilities for compliance with this Agreement. COUNTY hereby authorizes CIT to access the personnel, computers, computer software, the Product, the Computer and data of COUNTY for purposes of performing such inspection. Inspection does not include access to COUNTY personnel records which are confidential.

### **ARTICLE III: PAYMENT**

Section 3.01 -- Fees: COUNTY shall pay the License Fee to CIT within thirty (30) working days of the Acceptance Date.

Section 3.02 -- User Fee: This Agreement includes Unlimited User Access per **Exhibit A**. COUNTY shall not be charged User Fees for Additional Users nor shall COUNTY be required to submit a User Notice to CIT for adding additional Users.

Section 3.03 -- Costs: All services in connection with the Product shall be provided by CIT at the published time and material rates of CIT. COUNTY shall pay all direct costs incurred by CIT in providing any such additional services, provided that the expenses have been pre-approved by COUNTY. Direct costs shall include (without limitation) postage, telephone, travel, per diem, material and reproduction costs.

Section 3.04 -- Invoicing and Payment: Subject to section 3.01 above, CIT shall invoice COUNTY for the License Fee, all services provided by CIT, and all direct costs incurred by CIT. COUNTY shall pay any such invoice in full within thirty days of receipt of the invoice. Payment shall be made to CIT only after services have been rendered or delivery of materials or products, and Acceptance has been made by COUNTY.

Section 3.05 -- Taxes: COUNTY shall pay any and all applicable taxes (excluding income taxes assessed against CIT).

### **ARTICLE IV: TERMINATION**

Section 4.01 -- Termination Limitations: This Agreement shall only be terminated or canceled as provided under this Article IV.

Section 4.02 -- Term: This Agreement shall be valid for the License Term.

Section 4.03 -- Termination: COUNTY may terminate this Agreement without cause at any time upon providing thirty (30) days' written notice of termination to CIT.

Section 4.04 -- Cancellation for Cause: If COUNTY violates its obligations under this Agreement, CIT may cancel the Agreement by sending Cancellation Notice describing the noncompliance to COUNTY. Upon receiving Cancellation Notice, COUNTY shall have ten (10) days from the date of such notice to respond and thirty (30) days to cure any such noncompliance. If such noncompliance is not cured within the required thirty (30) day period, CIT shall have the right to cancel this Agreement as of the thirty-first day after the date of the Cancellation Notice.

Section 4.05 -- Nonpayment: Notwithstanding anything to the contrary hereunder, COUNTY failure to pay any amount when due shall be sufficient cause for cancellation of this License as provided under Section 4.04.

Section 4.06 -- Return of Software upon Termination: Upon termination or cancellation of this Agreement, COUNTY shall return all original copies of the Product provided to COUNTY by CIT pursuant to this Agreement and shall destroy all backup copies of the Product. COUNTY shall provide CIT with a certificate of compliance with this Section 4.06 signed by an authorized representative of COUNTY.

## ARTICLE V: WARRANTY

**Section 5.01 -- Performance Warranty:** CIT represents and warrants that the Software shall perform substantially as represented in the documentation provided during the Warranty Period and for so long as COUNTY receives maintenance services pursuant to a Maintenance Agreement between CIT and COUNTY.

**SECTION 5.02 -- DISCLAIMER: EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 5.01, THE PRODUCT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CIT FURTHER DISCLAIMS AND COUNTY HEREBY WAIVES, ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Section 5.03 -- Express Warranties:** COUNTY hereby acknowledges that the Party granting the warranty set forth in this Article V is CIT only. COUNTY hereby acknowledges and agrees that CIT (including officers, employees, agents, directors and independent contractors of CIT) has not made or granted any other express warranties concerning the Product.

### **Section 5.04 - Hold Harmless/Indemnification:**

(1) To the fullest extent permitted by law, CIT must indemnify, defend (at CIT'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the actions or inactions of CIT with respect to any work performed or services provided or to be provided under this Agreement (including, without limitation, the acts, errors and/or omissions of CIT, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CIT'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CIT'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(2) The duty to defend is a separate and distinct obligation from CIT'S duty to indemnify. CIT shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CIT of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CIT by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CIT are responsible for the Claim does not relieve CIT from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if CIT asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then CIT may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. CIT'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CIT'S liability for indemnification under this Agreement is in addition to any liability CIT may have to COUNTY for a breach by CIT of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this

Agreement be construed to limit CIT'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(3) CIT must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

Section 5.05 -- Limitation of Damages: CIT shall not be liable for any lost profits, consequential, exemplary, incidental, or punitive damages under this Agreement (including, without limitation, in connection with use and performance or the Product) regardless of the form of the action, whether in contract or in tort, including negligence, regardless of whether CIT has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The liability of CIT for any reason and for any cause of action whatsoever, whether in contract or in tort, including negligence, in connection with this Agreement and the Product shall be limited to the License Fee.

Section 5.06 -- Force Majeure: Neither Party shall be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the applicable Party's control, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, and any events reasonably beyond the control of the applicable Party.

Section 5.07 -- Cooperation: COUNTY shall cooperate with CIT by providing CIT information concerning the Software and the Computer, as may be requested by CIT from time to time, and, subject to section 1.02(4) above, by granting CIT access to the personnel, facilities, computers, computer software and data of COUNTY only for purpose of performing this Agreement.

## **ARTICLE VI. INTELLECTUAL PROPERTY**

Section 6.01 -- Ownership and Title: Title to the Product including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CIT. COUNTY hereby acknowledges and agrees that COUNTY shall not have or accrue any title or ownership interests to the Product including any ownership rights to patents, copyrights, trademarks and trade secrets therein.

Section 6.02 -- Confidential Information: The terms of this Agreement are considered to be public information under the California Public Records Act (California Government Code section 6250 *et seq.*) and so cannot be treated as Confidential Information hereunder. COUNTY shall maintain Confidential Information in strict confidence. COUNTY shall not disclose Confidential Information except to Authorized Persons. Licensee shall not duplicate, use or disclose Confidential Information except as otherwise permitted under this Agreement. COUNTY shall not make Confidential Information available for public review. The Product shall be deemed Confidential Information of CIT.

CIT agrees that all information disclosed by the COUNTY during the term of this License for the performance of CIT's services ("COUNTY Information"), shall be confidential and protected from disclosure to the maximum extent protected by law. CIT agrees as follows: (i) COUNTY Information shall not be disclosed to any persons other than employees, agents, officers to representatives of CIT who have a need to know; and (ii) COUNTY Information shall be held in the strictest of confidence and shall not be disclosed, disseminated or revealed to any other third party. CIT shall ensure that its employees, officers, agents or representatives who are involved with this License will be advised of the terms of this confidentiality clause and will be instructed that they are bound by this confidentiality clause. This provision shall survive the termination of this License.

Section 6.03 -- Trade Secrets: COUNTY hereby acknowledges and agrees that the Confidential Information derives independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; it is the subject of reasonable efforts by CIT

under the circumstances to maintain its secrecy; and is a trade secret as defined under Chapter 688 of the Florida Statutes [§ 688.002(4)] and the Restatements.

**Section 6.04 -- Reverse Engineering:** COUNTY shall not reverse engineer the Software and shall not allow the Software to be reverse engineered.

**Section 6.05 -- Backup Copy:** COUNTY may create one backup copy of the Software at the Authorized Facility for routine archival or backup purposes only.

**Section 6.06 -- Copies:** Except as provided in Section 6.05, COUNTY shall not copy the Product and shall not allow the Product to be copied without the prior written consent of CIT.

**Section 6.07 -- Modifications:** COUNTY shall not modify the Product and shall not allow the Product to be modified without the prior written consent of CIT. COUNTY shall not use the Product or any materials incident thereto to develop computer software without the prior written consent of CIT. If the Product is modified, such modifications shall be the sole and exclusive property of CIT and CIT shall own any and all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

**Section 6.08 -- No Contest:** COUNTY shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of CIT.

**Section 6.09 -- Employee Pirating:** COUNTY shall not induce or solicit (directly or indirectly) any Associate to leave the employ or hire of CIT. COUNTY shall not engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise) without advance written consent of CIT.

**Section 6.10 -- Continuation:** The terms and provisions of this Article VI shall survive termination and cancellation of this Agreement.

## **ARTICLE VII: MISCELLANEOUS**

**Section 7.01 -- Assignments:** All assignments of rights under this Agreement by COUNTY without the prior written consent of CIT shall be void.

**Section 7.02 -- Public Announcement:** All public announcements of the relationship of CIT and COUNTY under this Agreement shall be subject to the prior written approval of both Parties. CIT shall have the right to use the name of COUNTY as a reference for marketing purposes in connection with the Product. Such references shall not be construed as an endorsement by COUNTY of the product in any way.

**Section 7.03 -- Entire Agreement:** Excepting the Maintenance Agreement, this Agreement contains the entire understanding of the Parties and supersedes previous verbal and written agreements between the Parties concerning licensing of the Product.

**Section 7.04 -- Amendments and Modifications:** Alterations, modifications or amendments of a provision of this Agreement shall not be binding and shall be void unless such alterations, modifications, or amendments are in writing and signed by CIT and COUNTY.

**Section 7.05 -- Severability:** If a provision of this Agreement is rendered invalid, the remaining provisions shall remain in full force and effect.

**Section 7.06 -- Captions:** The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

**Section 7.07 -- Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

**Section 7.08 -- Governing Law:** This Agreement is governed by the laws of the State of California.

**Section 7.09 -- Notice:** All communications shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or by hand to the addresses set forth below. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

**CIT:**

CI Technologies, Inc.  
65 Seaside Capers Road  
St. Augustine, Florida 32084

**COUNTY:**

Tulare County Sheriff's Office, Attn: Fiscal Manager  
833 S. Akers Street  
Visalia, California 93277

**Section 7.10 -- Pronouns/Gender:** Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

**Section 7.11 -- Waiver:** Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waiver of a provision of this Agreement shall not be binding and shall be void unless such waiver is in writing and signed by the Party waiving such provision.

**Section 7.12 -- Relationship of the Parties:** It is agreed that the relationship of the Parties is primarily that of licensee and licensor. Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the Parties, or as authorizing either Party to act as agent for the other. Each Party shall maintain its separate identity.

**Section 7.13 - Disputes and Dispute Resolution:** CIT shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, then either Party may pursue litigation to resolve the dispute.

**Section 7.14 -- Assurances:** Each Party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the date of this Agreement to the best of their knowledge.

**Section 7.15 -- Litigation Expense:** In the event of litigation arising out of this Agreement, each Party shall pay its own costs and expenses of litigation.

**Section 7.16 -- Source Code Escrow:** If requested to do so, CIT is willing to place the source code of the Software in escrow with the COUNTY.

COUNTY may use the Source Code and Source Code documentation for the IAPro Software upon, but only upon, the occurrence of a "Triggering Event," which shall mean and include the following: (1) filing by CIT of a petition under any state or federal insolvency or bankruptcy statute seeking its declaration as insolvent or bankrupt; (2) filing of any action seeking receivership or reorganization of CIT pursuant to or under any state or federal insolvency or bankruptcy statute; (3) filing of an involuntary petition against by CIT pursuant to any state or federal insolvency or bankruptcy statute; (4) CIT ceases to do business for any reason; (5) CIT breaches the terms and conditions of this Agreement relating to software support and maintenance, as set forth in this Exhibit B, or in any other maintenance agreement as agreed to and executed in writing by and between COUNTY and CI Technologies; or (6) CIT no longer supports or maintains the IAPro Software.



If CIT breaches the terms and conditions of this Agreement relating to software support and maintenance, notice will be given by the COUNTY, and a 60 day period will be allowed for CIT to act in good faith to satisfy those terms and conditions before the Triggering Event will be confirmed and acted upon.

A Triggering Event shall NOT mean or include the following:

If COUNTY elects not to continue to pay for, keep or renew the Annual Maintenance Agreement.

COUNTY falls in arrears in Annual Maintenance Agreement Payments.

Upon the occurrence of a Triggering Event, COUNTY may use the Source Code for the exclusive purpose of maintaining the performance, utility and functions of the Source Code and the executable (object code) IAPro Software, correcting defects in the executable IAPro Software, modifying the Source Code and executable IAPro Software for use by COUNTY, creating enhancements and modifications for use by COUNTY, and training employees of COUNTY in the use of the Source Code for the foregoing purposes.

The IAPro Source Code will be delivered to COUNTY in zipped, encrypted file format with the decryption password provided as well. All IAPro Source Code delivered to COUNTY pursuant to this Agreement will be held by COUNTY in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of the COUNTY. The key to the IAPro Source Code will be held by COUNTY in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of COUNTY.

Section 7.17 -- Software Maintenance: CIT shall provide COUNTY with certain maintenance and user support services for the Software in accordance with the attached **Exhibit B**.

Section 7.18 -- Insurance: Before providing any on-site services to COUNTY under this Agreement or an associated Maintenance Agreement, including any inspections under section 2.09 above, CIT must first provide COUNTY with evidence of insurance coverage meeting the minimum scope, specifications, and limits of insurance outlined on the attached Exhibit C. Additional insured endorsements required as outlined in Exhibit C cannot be used to reduce limits available to COUNTY as an additional insured from CIT'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CIT fails to maintain or renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to CIT for failure to provide evidence of renewal until CIT provides such evidence.

Section 7.19 -- Records and Audit: CIT must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CIT must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, CIT must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.

Section 7.20 -- Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of the COUNTY may immediately suspend performance by CIT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CIT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

Section 7.21 -- Submitting False Claims; Monetary Penalties: Under applicable federal and state law, if CIT submits a false claim to COUNTY under this Agreement, then CIT will be liable to COUNTY for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CIT will be deemed to have submitted a false claim to COUNTY if CIT:

(1) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;

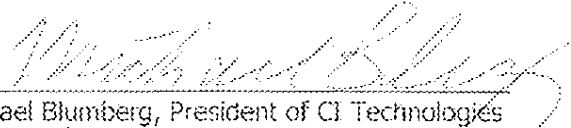
- (2) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (3) Conspires to defraud COUNTY by getting a false claim allowed or paid by COUNTY;
- (4) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or
- (5) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

**Section 7.22 -- Authority:** CIT represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CIT to its terms. CIT acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

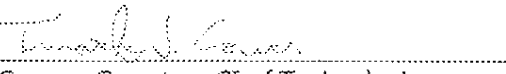
IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

**CIT:**

**CI TECHNOLOGIES, INC.**

BY:   
Michael Blumberg, President of CI Technologies

Date: Feb 23 2018

By:   
Tim Corner, Secretary CI of Technologies

Date: 2/23/2018

**COUNTY**

**COUNTY OF TULARE**

By \_\_\_\_\_  
J. Steven Worthley, Chairman  
Tulare County Board of Supervisors

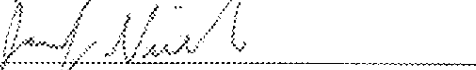
Date: \_\_\_\_\_

ATTEST: MICHAEL C. SPATA  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

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

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Approved as to Form  
County Counsel

By:   
Deputy

Matter # 20171969

**EXHIBIT A**

**TO THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT  
PRODUCT SCHEDULE**

This Product Schedule is executed and delivered pursuant to that certain Software License and Maintenance Agreement between CIT and COUNTY which is incorporated herein by this reference. Except as set forth in this Schedule, all capitalized terms used in this **Exhibit A** shall have the meaning ascribed to them in the Agreement.

- (1) **Software:** The term "Software" shall mean the object code for the following software product(s):

**IPro and BlueTeam software**

- (2) **Authorized Facility:** The term "Authorized Facility" shall mean the following office facility of Licensee:

**Tulare County Sheriff's Department**

- (3) **Computer:** The term "Computer" shall mean the following computer system owned (or leased) by Licensee:

**Computers owned by the Tulare County Sheriff's Department**

- (4) **Maximum Users:** The term "Maximum Users" shall mean the following maximum number of concurrent users:

**Unlimited use site license to include: installation on an unlimited number of workstations and an unlimited number of concurrent users**

- (5) **License Fee:** The term "License Fee" shall mean the following amount of money:

**IPro Licensing - \$ 32,000, Annual Cost  
BlueTeam Licensing - \$ 25,000, Annual Cost**

**EXHIBIT B**  
TO THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

SOFTWARE MAINTENANCE AND USER SUPPORT

This Software Maintenance and User Support Exhibit is included in that certain Software License and Maintenance Agreement between CIT and COUNTY, which is incorporated herein by this reference.

**ARTICLE I: DEFINITIONS**

Section 1.01 -- Definitions: Except as set forth in this Exhibit, all capitalized terms used in this Exhibit B shall have the meaning ascribed to them in the Agreement. The following additional definitions shall apply:

- (1) Enhancement: The term "Enhancement" shall mean the object code for modifications to the Software which improve or expand the functionality or features of the Software as requested by COUNTY in writing and expressly approved by CIT.
- (2) Fee Schedule: The term "Fee Schedule" shall mean that certain fee schedule attached hereto as **Schedule 1** and by this reference incorporated herein.
- (3) Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation," "implementing" and "implemented") shall mean to load and make available for user access and use.
- (4) Initial Term: The term "Initial Term" shall mean that period of time starting on the Effective Date and continuing for one year.
- (5) Maintenance Fee: The term "Maintenance Fee" shall mean the prevailing fee charged by CIT to COUNTY for Maintenance Services as published by CIT from time to time.
- (6) Maintenance Services: The term "Maintenance Services" shall mean those certain defect resolution, Update and telephone support services for a Maintenance Term as provided under Article II of this Exhibit.
- (7) Maintenance Term: The term "Maintenance Term" shall mean a one year period of time which starts on the Acceptance Date and is renewable for consecutive one year periods of time, unless earlier terminated or canceled, as provided below.
- (8) Supplement: The term "Supplement" shall mean modifications or updates to the Documentation.
- (9) Support Services: The term "Support Services" shall mean those certain consulting, implementation support, training and ad-hoc services provided to COUNTY by CIT in connection with the Software.
- (10) Update: The term "Update" shall mean the object code for modifications to the Software which have been publicly released to CIT customers under standard Software Maintenance Agreements to resolve Defects and which improve or expand the performance of the Software on the Computer.
- (11) Upgrade: The term "Upgrade" shall mean the object code for an upgrade to the Software which improves or expands the functionality or features of the Software as made available by CIT in conjunction with the maintenance services provided under this agreement.
- (12) Upgrade Fee: The term "Upgrade Fee" shall mean the same as Maintenance Fee for the purposes of this Agreement.

## **ARTICLE II: MAINTENANCE SERVICES**

Section 2.01 -- Provision of Technical Support: During the Maintenance Term, CIT shall provide technical support services as outlined in Schedule 2 "Provision of Technical Support Services".

Section 2.02 -- Updates: During the Maintenance Term, CIT shall deliver Updates to COUNTY within sixty (60) days after the date that such Update is released by CIT. Except as otherwise agreed to by CIT in writing, COUNTY shall implement Updates on the Computer. Updates shall be deemed accepted by COUNTY on the Delivery Date.

Section 2.03 -- Telephone Consultations: During the Maintenance Term, CIT shall provide COUNTY with telephone consultations in answering questions concerning use of the Software, or any technical or other problems or issues that are encountered.

## **ARTICLE III: SUPPORT SERVICES**

Section 3.01 -- Enhancements: Upon discovering a desired Enhancement for the Software, COUNTY may request development of the Enhancement. Any such request shall be submitted to CIT verbally or in writing. Development of any such Enhancement shall be subject to the sole and exclusive discretion of CIT. Any service provided by CIT in developing any such Enhancement may be provided at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT. Except as otherwise agreed to by CIT in writing, COUNTY shall implement Enhancements on the Computer. Enhancements shall be deemed accepted by the COUNTY on the Delivery Date.

Section 3.02 -- Upgrades: CIT shall inform COUNTY of the availability of an Upgrade within sixty (60) days after the date such Upgrade is released by CIT.

Section 3.03 -- Acceptance: Services provided by CIT under this Agreement shall be deemed delivered by CIT and accepted by COUNTY upon performance.

Section 3.05 -- Schedule Restrictions: The services to be provided by CIT under this Agreement shall be performed only during the hours of 9:00 a.m. through 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays), unless otherwise provided (as determined exclusively by CIT).

## **ARTICLE V: PAYMENT**

Section 5.01 -- Maintenance Fee: The Maintenance Fee for the Initial Term shall be the amount of money set forth in the Fee Schedule. Thereafter, CIT shall establish the Maintenance Fee and invoice COUNTY for the Maintenance Fee for a Maintenance Term by written notice to COUNTY at least thirty days in advance of the first day of such Maintenance Term. In order to renew the Maintenance Term, COUNTY shall pay the invoiced Maintenance Fee for each such Maintenance Term within thirty (30) days of receipt of such invoice. CIT will not increase the license fee by more than 5% in any given one year period. Any increase of the license fee will be communicated to the COUNTY at least 1 year prior.

Section 5.02 -- Upgrade Fee: The upgrade shall be considered part of the annual Maintenance Fee.

Section 5.03 -- Enhancements: Enhancement services shall be performed at the discretion of CIT or at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT.

Section 5.04 -- Support Services: Support Services and any other services provided by CIT which are not provided for under this Agreement shall be invoiced to COUNTY by CIT at the time and material rates of CIT prevailing at the time the services are rendered plus actual travel and per diem costs incurred by CIT in providing such services, provided that the costs have been pre-approved by COUNTY.

Section 5.05 -- Invoicing and Payment: CIT shall invoice COUNTY for the Maintenance Fee, all services provided by CIT, and all costs incurred by CIT in providing services under this Agreement. Such invoice shall be accompanied by receipts evidencing such costs. COUNTY shall pay any such invoice in full within thirty (30) days of receipt.

## **ARTICLE VI: TERMINATION**

Section 6.01 -- Termination Limitations: Software Maintenance and User Support Services under this Exhibit shall only be terminated and canceled as provided under this Article VI.

Section 6.02 -- Maintenance Term: Software Maintenance and User Support Services under this Exhibit shall be valid for the Maintenance Term.

Section 6.03 -- Maintenance Term and Renewal: Subject to payment of the Maintenance Fee, CIT shall provide Maintenance Services to COUNTY for the Maintenance Term. Subject to payment of the Maintenance Fee, the Maintenance Term shall renew on the next succeeding anniversary of the Acceptance Date, unless the Maintenance Term is earlier terminated or canceled as provided under this Article VI. Termination or cancellation under this Article or of the Agreement shall terminate or cancel (as the case may be) the Maintenance Term.

Section 6.04 -- Termination: Either Party may terminate Software Maintenance and User Support Services under this Exhibit for convenience upon providing ten days advance written notice to the other Party.

Section 6.05 -- Cancellation for Cause: If COUNTY violates its obligations under this Exhibit, CIT may cancel its Software Maintenance and User Support Services under this Exhibit by sending Cancellation Notice describing the noncompliance to COUNTY. Upon receiving Cancellation Notice, COUNTY shall have ten (10) days from the date of such notice to respond and thirty (30) days to cure any such noncompliance. If such noncompliance is not cured within the required thirty (30) day period, CIT shall have the right to cancel its Software Maintenance and User Support Services under this Exhibit as of the thirty-first day after the date of the Cancellation Notice.

Section 6.06 -- Nonpayment: Notwithstanding anything to the contrary hereunder, COUNTY failure to pay any amount when due shall be sufficient cause for cancellation of Software Maintenance and User Support Services under this Exhibit as provided under Section 6.05. The Maintenance Term shall not renew if COUNTY fails to pay any invoiced Maintenance Fee as provided under Section 5.01.

Section 6.07 -- Payment: Termination or cancellation of Software Maintenance and User Support Services under this Exhibit shall not relieve COUNTY from any payment obligation under this Exhibit. All payment obligations of COUNTY under this Exhibit shall survive termination and cancellation of Software Maintenance and User Support Services under this Exhibit.

Section 6.08 -- Reinstatement: If Software Maintenance and User Support Services under this Exhibit is terminated, COUNTY may have the Software Maintenance and User Support Services under this Exhibit reinstated upon payment of all applicable Maintenance Fees for previous Maintenance Terms.

## **ARTICLE VII: WARRANTY**

Section 7.01 -- Service Warranty: The Software Maintenance and User Support Services to be provided by CIT hereunder shall be performed in a timely and professional manner by qualified software personnel familiar with the Software and shall conform to the standards generally observed in the industry for similar services.

Section 7.02 -- Express Warranties: COUNTY hereby acknowledges and agrees that CIT (including officers, employees, agents, directors and independent contractors of CIT) has not made or granted any express warranties concerning the Product and services hereunder except for the service warranty of Section 7.01.

Section 7.04 -- Software Modifications: If the Software is modified by any party other than CIT, CIT shall be discharged from any further obligations under this Exhibit. Any such discharge shall not affect the obligations of COUNTY which shall be continuing and binding despite such discharge.

**SCHEDULE 1**  
**TO EXHIBIT B**  
**FEE SCHEDULE**

(1) Maintenance Fee: The Maintenance Fee for the Initial Term shall be the following amount of money:

**\$ 6,400 for IPro, Annual Cost**  
**\$ 5,000 for BlueTeam, Annual Cost**

**Will be billed beginning one year after purchase. No charge for maintenance during first 12 months of software ownership.**

If the COUNTY terminates the Agreement early and the annual Maintenance Fee has been paid in full for that year, then CIT shall refund the unused portion of the Maintenance Fee to COUNTY within thirty (30) days of such termination.



## SCHEDULE 2

### TO EXHIBIT B

#### PROVISION OF TECHNICAL SUPPORT SERVICES

While annual maintenance is in-effect, CI Technologies will provide technical support to Tulare County Sheriff's Department as follows:

Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. We typically make ourselves available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. We typically respond to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

#### General problem reporting and resolution procedures

When a problem is encountered during regular business hours, the following steps will be performed:

Tulare County Sheriff's Department users will ideally first contact the IAPro designated coordinator of Tulare County Sheriff's Department. This will probably be a person in either the IA or IT areas who is most familiar with IAPro.

(Please note: Users are also welcome to call CI Technologies directly, but including the IAPro designated coordinator in problem resolution is desired.)

If the problem seems to require assistance from CI Technologies, they will be contacted at this point. Otherwise, the Tulare County Sheriff's Department IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems and any desktop issues associated with using IAPro.

If internal City resources are unable to determine the cause of the failure, the IAPro designated coordinator will contact CI Technologies. CI technologies will be notified through E-Mail and via phone.

CI Technologies resources will work with the Tulare County Sheriff's Department to diagnose the problem. After investigating the issue, CI Technologies and the Tulare County Sheriff's Department will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	IT
Desktop Hardware Problem	IT
Network Communication	IT
Isolated Workstation Issue	IT
Database Performance/storage	CI Technologies
Application or software related	CI Technologies

#### Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced. CI Technologies is responsible for (but not limited to):

Description of Problem	Category	Priority
All services unavailable: (City Wide)	Showstopper	High

Description of Problem	Category	Priority
The system is unavailable. Cases cannot be processed.		
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified; Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the required functionality. Functionality was not within requirements.	Enhancement - These will be added to the enhancement list and addressed with CI Technologies as needed.	Low
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decrease system's efficiency/performance/throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

#### Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

Priority	Restore Time
High	Response within 2 hours of contact.  Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail.  If feasible, CI Technologies will provide after-hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated. Added to enhancement list or addressed through updates to user documentation.

Future releases are supported in the above manner as long as the annual maintenance agreement is in-effect.

We provide a 24 hour toll free product support line with either a person or voice mail answering. From 8:30 AM – 5:30 PM EST a person is most likely to answer.

Old releases are supported up to 2 years after release of succeeding versions. Please note that customers with a current annual maintenance agreement are provided the latest version of the software to include all customizations.

## EXHIBIT C

### IT PROFESSIONAL SERVICES CONTRACTS INSURANCE REQUIREMENTS

CIT shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CIT, his agents, representatives, employees and subcontractors, if applicable.

#### A. Minimum Scope & Limits of Insurance:

1. Coverage at least as broad as Commercial General Liability, Insurance Services Office Commercial General Liability coverage occurrence form CG 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.

3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Technology Professional Liability (Errors and Omissions) Insurance appropriate to the CIT's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, credit monitoring expenses.

#### B. Specific Provisions of the Certificate:

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. CIT must submit endorsements to the General Liability reflecting the following provisions:

*a. The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects liability arising out of work or operations performed by or on behalf of the CIT, or automobiles owned, leased, hired or borrowed by the CIT.*

*b. For any claims related to this project, the CIT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CIT's insurance and shall not contribute with it.*

*c. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except with written notice to the COUNTY.*

*d. CIT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CIT may require against the county by virtue of the payment of any loss under such insurance. CIT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CIT, its employees, agents and subcontractors. CIT waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions:

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance:

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage:

Prior to approval of this Agreement by the COUNTY, the CIT staff file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Rev. 3/2/17



**NOTEPAD:**

HOLDER CODE **COUTTUL**  
INSURED'S NAME **CI Technologies, Inc.**

**CITEC-1**  
**OP ID: BA**

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Date **01/23/2018**

Waiver of subrogation in favor of The County of Tulare with respect to the general liability, auto and workers compensation policies when required by written contract.