

CE CONNECT ORDER FORM

Order Form No.:	TCPD04132018
Customer Name:	Tulare County Probation Department
Project Name:	CAIS™ Subscription and NCCD Training
Customer Contact:	Beverly Conely, BConley@co.tulare.ca.us , 559-713-7824
AutoMon Contact:	Ramona Kofoed, rkofoed@automon.com , 480-368-8555 x110
Order Form Date:	4/13/2018
Order Form Expiration Date:	5/30/2018

This Order Form incorporates by reference the **Master Subscription Agreement for Ce Connect Products**, a copy of which has been attached. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Subscription Agreement. Upon completion and execution by the parties, this Order Form shall be considered binding.

Purchased Services – Annual Subscription Fees

Product(s)	Licensed (Yes/No)	Annual Subscription Term	Line Amount
NCCD CAIS™ Annual Subscription (unlimited departmental use exclusive to Tulare County)	Yes	First Year Subscription (Dates TBD)	\$30,000
<i>Purchased Services Subtotal</i>			\$30,000
Purchased Services Total			\$30,000

AUTOMATIC RENEWAL:

- Purchased Services WILL automatically renew for successive one (1) year periods.
- Purchased Services WILL NOT automatically renew and shall expire at the end of the current term.

Additional Costs – Training and Implementation Services

Item	Description	Amount
NCCD Orientation/Planning Session with Management Staff	One eight-hour session This session has two objectives: 1) to provide the agency's management staff with an overview of the CAIS assessment and aggregate data system; and 2) to review the training and implementation schedule and come to agreement on agency-specific workflow issues, the points and timing of CAIS assessment and reassessment of clients, and how best to incorporate treatment/service providers into the CAIS supervision system.	\$5,000*

<p>NCCD CAIS System Qualification Training On site</p>	<p>Three one-week sessions for up to sixteen participants.</p> <p>The CAIS System Qualification training is required for individuals who will conduct and score the CAIS assessment interviews.</p> <p>The qualification course includes 2 ½ days of intensive classroom training and a comprehensive practicum. The classroom training includes a review of the intervention and supervision strategy groups, assessment interviewing skills, requisite assessment and reassessment scoring rules, and basic case planning. The practicum portion of the course requires participants to conduct and record two or more JAIS or CAIS assessment interviews with a current client, accurately score the assessment and enter the assessment in the web based system, develop a draft case plan, and attend two or more 1:1 coaching and feedback sessions with the trainer.</p> <p>The practicum portion of the course requires approximately 5-6 hours (non-consecutive) of participating staff time.</p>	<p>\$20,000* per session</p> <p>3 sessions</p>
<p>NCCD Case Planning Training</p>	<p>Three eight-hour sessions for up to sixteen participants.</p> <p>This training component teaches both a systematic case planning problem-solving client centered model and a means by which goal setting may be taught to the client. Case planning in this context has specific benefits for both the caseworker (probation officer) and the client.</p>	<p>\$7,000* per session</p> <p>3 sessions</p>
<p><i>Subtotal, Services</i></p>		<p><i>\$86,000</i></p>
<p>TOTAL AMOUNT</p>		<p>\$116,000</p>

* Plus travel and per diem, whenever possible travel costs will be aligned with U.S. Federal Per Diem travel policy, as follows:

1. Transportation: coach class airfare at the lowest available rate, taking into consideration any special rates, promotions, etc.;
2. Lodging: single person bedroom occupancy taking into consideration any special rates, promotions, etc.;
3. Meal reimbursement not to exceed U.S. Federal Per Diem rates; and
4. Airport and on-site parking fees.

Training Materials and Equipment

All participant training materials are included in the per course costs. The contracting agency is responsible for the providing following:

- Training room/Computer lab – each participant must have access to a computer/laptop with internet access throughout the courses.
- One breakout/interviewing room per trainer for one-on-one trainer/individual participant coaching sessions (needed only for the CAIS System Qualification Training)
- Multi-media projector
- Internet access in the training room
- Easel stands and easel chart paper pads

Note: NCCD trainers will need internet access throughout all CAIS Training Courses.

Order Form
Exhibit A
NCCD
CAIS Subscription and Use License

1. **Access to Website Restricted.** The right to access the CAIS instruments is Customer and agency-specific. Only the Customer and its authorized employees may access or use the CAIS instruments. Specifically, and not by way of limitation, Customer may not act as a relay allowing access to the CAIS instruments to any third-party jurisdiction, agency, individual, or business.
2. **Internal Business.** Customer may only use the CAIS instruments for its own internal purposes. Customer internal purposes do not include providing access to this service to third parties or performing assessment services for third parties. Customer data may be shared at Customer's discretion.
3. **Competing Services or Products.** Customer shall not use all or any part of the CAIS instrument or the Documentation to create a service or product that competes with, or is used in a product that competes with, all or any part of CAIS, regardless of whether such service or product is distributed with or without consideration.
4. **Copyright Ownership and License.** Customer acknowledges NCCD owns the copyrights in all report displays and formats and the classifications or offender typologies ("Original Works"). NCCD grants Customer a non-exclusive, annual subscription license to display, reproduce, and distribute the Original Works for its internal purposes with no sub-licensing rights for the Term of this Agreement.
5. **Notification of Rights** Customer will not remove, suppress, or modify any notice of copyright, trademark, or other proprietary rights that appear in CAIS. Customer will use reasonable efforts to keep persons with access to CAIS from modifying, removing or suppressing any of the copyright notices that appear CAIS media, documentation, files, and banners.
6. **Non-assignment.** Customer's rights under this Agreement may not be transferred, leased, assigned, or shared without NCCD's prior written consent.
7. **Confidentiality.** Customer shall not disclose CAIS Original Works to anyone other than its employees, consultants (who are bound by a written confidentiality agreement), volunteers, and interns, except for information that is or later enters the public domain through no fault of Customer.



PAYMENT TERMS:

Invoice will be issued upon completion of Training. All invoices are due Net 30 Days.

GENERAL NOTES:

- The pricing, discounts and inclusions shown in this Order Form are subject to revocation if a signed Order Form is not received by AutoMon before the close of business on the Order Expiration Date set forth above.
- Purchased Services shall automatically renew at the end of the then current term for successive one (1) year periods unless (i) either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term, or, (ii) Customer gives a fifteen (15) day notice of cancellation prior to the beginning of the twelve (12) month Subscription term.
- Annual Subscription shall include software license, Hosting, updates, upgrades, Maintenance and Support as defined in the Master Subscription Agreement.
- Additional work or services requested, such as customizations, localization tasks or interoperability with third-party systems, shall be billed as Time & Materials (based on current-year hourly rate) and will require a separate Work Order. The Annual Subscription Fee(s) may be subject to a surcharge and will be reflected in the Work Order provided to the Customer.
- All CAIS data analysis requests and CAIS scoring questions, and interpretations go through NCCD, NCCD CAIS program analysis will have direct access to subscriber CAIS complete data.
- CAIS Annual Subscription includes four hours of web-based consultation per quarter to assist with implementation issues and data analysis and to ensure that agencies maximize use of the system to improve outcomes.
- Annual Subscription rates are subject to annual price escalation equal to 5%.

By signing below, I represent that I am validly authorized to enter into this Order Form and related Master Subscription Agreement, and accept their terms and conditions.

Tulare County Probation Department

221 S. Mooney Blvd 9E
Visalia, CA 93291
Phone: (559) 636-4861

AutoMon, LLC

6621 N. Scottsdale Road
Scottsdale, AZ 85250
Phone: (480) 368-8555

By: _____

By:  _____

Name (Print): _____

Name (Print): Scot Asher

Title: _____

Title: Vice President, Sales & Marketing

Date: _____

Date: 4/13/2018



**RESOLUTION OF THE BOARD OF MANAGERS
OF
AUTOMON LLC**

March 30, 2015

Resolved, the Board of Managers of AutoMon LLC hereby legally resolves Scot Asher, Vice President, to contractually commit AutoMon, LLC to new or existing Customer Proposals or Agreements on behalf of the Company.

AutoMon, LLC
Master Subscription Agreement (Ce Connect Products)

EFFECTIVE DATE: This Agreement was last updated on February 1, 2018. It is effective between You and Us as of the date You accept this Agreement by signing the Order Form.

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor of Ours, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**AutoMon Technology**" means all of Our proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, APIs, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by Us in providing the Services;

"**Content**" means the audio and visual information, documents, software, products and services contained or made available to You in the course of using the Services; "Content" exclude Non-AutoMon Applications and Content.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Non-AutoMon Applications and Content**" means online and offline software products, services and content that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the Services with Our written consent.

"**Order Form**" means the documents for placing orders hereunder, which are entered into between You and Us from time to time. Order Form(s) shall be deemed incorporated herein by reference.

"**Purchased Services**" means Services that You purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

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"Services" means the products and services offered by Us and made available to You via the customer login link at <https://www.ce-connect.com> and/or other web pages designated by Us, as described in the User Guide. "Services" exclude Non-AutoMon Applications and Content.

"User Guide" means the online user guide for the Services, accessible via login at www.ce-connect.com, as updated from time to time.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Services have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users include Your employees, consultants, contractors and agents, provided however, Our competitors or vendors of complimentary products are not Users and may not access or view the Services without our express written consent.

"We," "Us" or "Our" means AutoMon, LLC and its Affiliates.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. SERVICES

- 2.1. **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 2.2. **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users as described in the Order Form(s), (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

- 3.1. **License Grant.** We hereby grants You a non-exclusive, non-transferable, worldwide right to use the Services as described on the relevant Order Form(s), solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to You are reserved by Us (and Our licensors, where applicable.)
- 3.2. **Restrictions.** You shall not and shall not permit third parties, without our express written consent, (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Content in any way for any reason; (ii) modify or make derivative works based upon the Services, AutoMon Technology or the Content; (iii) create "links" or integrations to the Services, (iv) "frame" or "mirror" any Services or Content or on any other server or

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wireless or Internet-based device; or (v) reverse engineer or access the Services in order to (a) build a complimentary or competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Services.

- 3.3. Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for (a) planned downtime of which We shall give You notice, or (b) any unavailability of the Services caused by circumstances beyond Our reasonable control, and (iii) provide the Services only in accordance with applicable laws and government regulations. The Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for any delays, delivery failures, or other damages resulting from such problems.
- 3.4. Our Protection of Your Data.** We shall maintain, or cause to be maintained, commercially reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data stored with Our hosting vendor. We shall not (a) modify Your Data, (b) disclose, provide, rent, or sell Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.5. Data Storage.** We will determine the locations of the data centers in which Your Data will be stored and accessible by You and Your Users. For federal, state, and local governmental entities, We will ensure that all Your Data is stored within the United States including any backup data, replication sites, and disaster recovery sites. We will not transfer Your Data to any third parties without Your express written directive to transfer such Data, and Your complete waiver and release from all liability which may result from or be connected with the transfer or use of Your Data by such third party.
- 3.6. Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) if applicable to You, maintain processes, controls and procedures to ensure You and Your Users compliance with the current version of the CJIS Security Policy, HIPPA regulations and similar statutory and regulatory requirements, (iv) prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use of any password or account or any other breach of security, (v) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vi) provide all hardware, systems software and third party software for Services that run on Your servers, and (vii) provide desktop computers and related software to operate the Services. You shall not (a) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks. You are responsible for all activities undertaken by You, or Your Users which result in unauthorized access to Your data.
- 3.7. Storage Limitations.** If You are storing photographic, video or audio materials in the Services, We reserve the right to limit the type and amount of such digital information to 10 MB per User unless You negotiate

an increase to Your Subscription Fee with Us. There is no limit on the amount of data or documents you may store in the Services.

4. NON-AUTOMON APPLICATIONS AND CONTENT

- 4.1. **Acquisition of Non-AutoMon Applications and Content.** We or third parties may from time to time make available to You third-party products or services, including but not limited to Non-AutoMon Applications and Content, training and other consulting services. Any acquisition by You of such Non-AutoMon Applications or Content, and any exchange of data between You and any Non-AutoMon provider, is solely between You and the applicable Non-AutoMon provider of such applications or content. We do not warrant or support Non-AutoMon Applications or Content, whether or not they are designated by Us as “certified” or otherwise, except as explicitly specified in an Order Form. Subject to Section 4.2 (Integration with Non-AutoMon Applications and Content), no purchase of Non-AutoMon Applications or Content is required to use the Services except a supported computing device, operating system, compliant web browser and internet connection.
- 4.2. **Integration with Non-AutoMon Applications and Content.** The Services may contain features designed to interoperate with Non-AutoMon Applications and Content (e.g., JSORRAT-II, Virginia Pretrial Risk or Static 99 and similar assessment instruments). To use such features, You may be required to obtain access to such Non-AutoMon Applications or Content from their providers. If the provider of any such Non-AutoMon Applications or Content ceases to make the Non-AutoMon Applications or Content available for interoperation with the corresponding Service on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

5. FEES AND PAYMENT FOR SERVICES

- 5.1. **Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on annual periods that begin on the subscription start date and end twelve calendar months later. The number of subscriptions purchased may be increased during the relevant annual period and fees payable will be prorated based on the remaining time before the expiration of the then current term.
- 5.2. **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document You need and which is reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 5.3. **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Notwithstanding the previous sentence, if You are a government entity and are prohibited or limited by law from paying interest or penalties for late payment, this section shall not apply to You.
- 5.4. **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 45 or more days overdue, We may, without limiting Our other rights and remedies,

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accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least seven (7) days' prior notice that Your account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending services to You.

- 5.5. **Payment Disputes.** We shall not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 5.6. **Taxes.** Unless otherwise stated on the Order Form, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against us based on Our income, property and employees. If in the future, We are required to collect such taxes from You by a governmental entity for any period covered by this Agreement, You agree to promptly provide evidence of having paid the applicable Taxes, or remit such taxes to Us to remit to such government entity. Your failure to comply with this section shall be a material breach of this Agreement, entitle Us to exercise the rights set forth in Sections 5.3 and 5.4, and assess reasonable costs and attorney's fees incurred in connection with our effort to collect such Taxes from You.

6. PROPRIETARY RIGHTS

- 6.1. **Reservation of Rights in Services.** We alone (and Our licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, to the Services, AutoMon Technology and Content. This Agreement is not a sale and does not convey to You any rights of ownership in or related to the Services, Content, AutoMon Technology or the Intellectual Property Rights owned by Us (or our licensors, where applicable.) Our name, Our logo, and the product names associated with the Services are trademarks of Ours, and no right or license is granted to You to use them, except in training materials prepared by You for Your internal use.
- 6.2. **Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You under this Agreement in or to Your Data, including any intellectual property rights therein.
- 6.3. **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, or Your Users, relating to the operation of the Services, AutoMon Technology and the Content.

7. CONFIDENTIALITY

- 7.1. **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business

and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- 7.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 7.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

- 8.1. Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the current User Guide, (iii) subject to Section 4.2 (Integration with Non-AutoMon Applications and Content), the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause).
- 8.2. Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.
- 8.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

- 9.1. Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes

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or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any related damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

- 9.2. Exclusions.** We will not be liable under Section 9.1 for any claims based on the following: Your modification of the Services, AutoMon Technology or Content other than as contemplated by this Agreement; Use of the Services in a manner other than as contemplated in this Agreement; Claims arising from the use of old versions of Services after receipt of modified or updated versions; Claims arising from the use of Your third-party applications or data; and Losses attributable to Your acts or omissions and of Your officers, employees or agents.
- 9.3. Exclusive Remedy.** This Section 9 (Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

10. LIMITATION OF LIABILITY

- 10.1. Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).
- 10.2. Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 10.3. Exceptions.** The limitations and exclusions of this Section 10 shall not be construed to apply to or limit Our data security obligations under Paragraph 3.2, Our confidentiality obligations under Paragraph 7.2, or Our infringement indemnification obligations under Paragraph 9.1

11. TERM AND TERMINATION

- 11.1. Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.

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- 11.2. Term of User Subscriptions, Pricing on Renewal.** User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. Pricing increases shall be as set forth in the Order Form(s). If the Order Form does not reflect a renewal price, then the annual increase in subscription fees for any renewal or extension shall be the greater of 5% per annum or the percentage increase shown in the most recently available CPI-All Urban Counties over the most prior twelve months.
- 11.3. Termination for Convenience.** If You are a government entity, You shall have the right to terminate this Agreement in its entirety for Your convenience at any time by providing us with written notice. Such termination shall not entitle You to a refund of any pre-paid subscription fees or other costs, and You must promptly pay any unpaid obligations owed to Us as of the date of Your written notice of termination (which shall be given in a manner consistent with Section 12.2.)
- 11.4. Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 11.5. Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 11.6. Return of Your Data.** Upon written request by You on or before the effective date of the expiration of Your subscriptions or any termination of the Services, We will make available to You for download a file containing Your Data in a MS SQL database formatted file. If we do not receive a timely request to provide You with a copy of Your Data, We shall have no obligation to maintain Your Data and shall promptly thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 11.7. Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Refund or Payment upon Termination), 11.6 (Return of Your Data), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

- 12.1. General.** Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.
- 12.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery,

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(ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the authorized person designated by You.

12.3. Agreement to Governing Law and Jurisdiction. This Agreement shall be governed by the laws of Your state without regard to or application of choice of law rules or principles. Both parties hereby consent to the exclusive jurisdiction of the state and federal courts located within Your state, agree to venue lying in such courts, and expressly waive any objections or defense based upon lack of personal jurisdiction or venue or forum non conveniens.

12.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement

13. GENERAL PROVISIONS

13.1. Criminal Justice Information Services ("CJIS") Requirements.

In the event You are a Criminal Justice Agency subject to CJIS regulations the following representations and responsibilities shall apply: (i) We acknowledge that each of Our employees who will have access to CJIS information has received a copy of the current Federal Bureau of Investigation CJIS Security Policy ; (ii) We will ensure that each of Our employees who will have access to CJIS information signs a Security Addendum Certification; (iii) We will return an executed copy of such addendums to You; (iv) We have provided proof of CJIS training for such employees to the agency in Your State authorized to accept this information on your behalf and (v) We will maintain compliance with the CJIS requirements applicable to Us for the duration of the period of time We are providing you Services.

13.2. Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

13.3. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department.

13.4. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.6. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right

- 13.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 13.8. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.9. Executory Clause.** If You are a government entity, notwithstanding anything in this Agreement to the contrary, You shall have no liability for the Services to Us beyond the funds appropriated and made available for the Services.
- 13.10. Insurance.** We shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at Our expense, insurance with stated minimum coverages, and otherwise described on Schedule A, attached to this Agreement.
- 13.11. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**SCHEDULE A
INSURANCE**

We shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the You who have been fully informed as to the nature of the Services to be performed. Except for Worker's Compensation and Professional Liability, You shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be Our sole obligation.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
1. Worker's Comp	<u>Statutory</u>
2. Automobile (Including Bodily Injury & Property Damage)	<u>\$1,000,000 Aggregate</u> <u>\$1,000,000 /occurrence</u>
3. Comprehensive General Liability	<u>\$2,000,000 Aggregate Liability</u> <u>\$1,000,000 /occurrence</u>
4. Professional Liability	<u>\$3,000,000 aggregate</u> <u>\$1,000,000 /claim</u>
5. Technical Errors and Omissions	<u>\$2,000,000 aggregate</u> <u>\$2,000,000 occurrence</u>
6. Umbrella Policy (extending Comp Gen Liab, Professional Liab and Tech Error and Omissions)	<u>\$2,000,000</u>

We will provide You with certificates of insurance evidencing Our compliance with these requirements at the time or prior to execution of the Agreement by You.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on Your behalf with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to You.

Master Subscription Agreement (Ce Connect Services)

Agreement Version: February 1, 2018

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede Our start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. If the insurance is terminated for any reason and/or for at least three (3) years following final acceptance of the Services, We will maintain an extended reporting provision and/or similar insurance for the period of performance plus three (3) years from the date of such termination or final acceptance.

C. Immediate notice shall be given to You of circumstances or incidents that might give rise to future claims with respect to the Services performed under the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

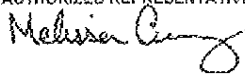
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, LIC. # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Star Metry PHONE (A/C, No, Ext): 818.539.8623 E-MAIL ADDRESS: Star_Metry@ajg.com	FAX (A/C, No): 818.539.8723
	INSURER(S) AFFORDING COVERAGE	
INSURED NATICOU-21 National Council on Crime and Delinquency 1970 Broadway, Ste. #500 Oakland, CA 94612-2213	INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058	
	INSURER B: Oak River Insurance Company 34630	
	INSURER C: National Union Fire Insurance Company of 19445	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1620898431 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK1727947	10/14/2017	10/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1M \ \$1M
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	PHPK1727947	10/14/2017	10/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB804524	10/14/2017	10/14/2018	EACH OCCURRENCE \$9,900,000 AGGREGATE \$9,900,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	NAWC805799	10/14/2017	10/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C	Professional Liability Cyber Liability		PHPK1727947 RPS-P-50107994M	10/14/2017 10/14/2017	10/14/2018 10/14/2018	Per Claim \ Aggregate \$1M \ \$2M Per Claim \ Aggregate \$3M \ \$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Tulare, its officers, agents, officials, employees and volunteers are named as additional Insured as respects to General & Auto Liability, subject to policy terms and conditions. Coverage is primary and non-contributory. Waiver of Subrogation on Workers Compensation applies in favor of certificate holder. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

CERTIFICATE HOLDER County of Tulare 5157 South Mooney Blvd. Visalia CA 93291	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 10/14/2017.

Name of Person or Organization (Additional Insured):

County of Tulare, its officers, agents, officials, employees and volunteers
2500 W. Burrel Ave. Suite B-1
Visalia, CA 93921

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The County of Tulare, its officers, agents, officials, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description: All MA Operations Waiver Premium: 9.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/14/2017 Policy No.: NAWC806799 Endorsement No.:

Insured: Insurance Company: Oak River Insurance Company Premium \$

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Low & Johnson, Inc. PMB 618 10645 N. Tatum Blvd, Suite 200 Phoenix, AZ 85028-3053 Jamie S. Low, CPCU, CIC	CONTACT NAME: Deb Olander, CIC, CISR	FAX (A/C, No): 480-948-1707	
	PHONE (A/C, No, Ex): 480-706-7055	E-MAIL ADDRESS: dolander@lowjohnson.com	
INSURED AutoMon LLC Penny Alvarez 6621 N Scottsdale Rd Scottsdale, AZ 85250	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property & Casualty		25674
	INSURER B: Travelers Indemnity of CT		25682
	INSURER C: Charter Oak Fire		25615
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	ZPP11S76173	06/24/2017	06/24/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1121P272	06/24/2017	06/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			ZUP14S37015	06/24/2017	06/24/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 PCO Agg \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER ENCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB5252M500	06/24/2017	06/24/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Errors & Omissions			ZPL15P22159 11/13/01 RETRO DATE	06/24/2017	06/24/2018	Each Act 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Tulare, its officers, agents, officials, employees and volunteers are additional insured per attached CGD246(0605), Waiver of Subrogation per CG2404(0509) and Primary wording per form CGD425(0708). Auto Additional Insured per attached form CAT3708(0808) and Waiver of Subrogation per attached form CAT340(0808) WC WOS form WC000313(00-01) attached.

CERTIFICATE HOLDER

TULACTY

County of Tulare
Attn: Alicia Beal
221 S Mooney Blvd Rm 9E
Visalia, CA 92391

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL
COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE - MINIMUM PREMIUM

Cancellation: Number of Days Notice of Cancellation: 30

Person or organization: County of Tulare

Address: Attn Alicia Beal, 221 S Mooney Blvd., Rm 9E, Visalia, CA 92391

PROVISIONS

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section III) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense

which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a,
**Primary Insurance, of SECTION IV -
COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

POLICY NUMBER: ZPP11S76173

INSURED: AutoMon LLC

EFFECTIVE DATE: 06/24/17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Any person or organization required by contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply **unless modified by the endorsement.**

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II - Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (UB-5252M500)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER

DATE OF ISSUE: 04-26-16