



## REFERENCE SOLUTIONS AGREEMENT

“Effective Date: September 15, 2024

This Reference Solutions Agreement (this “Agreement”) is entered into on the Effective Date between Data Axle, Inc. (“Data Axle”) and San Bernardino County, a political subdivision organized and existing under the laws and the constitution of the State of California (“Client”). Data Axle provides access to its database(s) through its reference website and research products. The data accessed via the reference website and research products shall be considered “Licensed Data” hereunder. The Licensed Data, reference website and research products are collectively the “Products.” Client desires that Data Axle provide Client with access to the Products as set forth herein, on the terms and conditions described in this Agreement. Data Axle and Client agree as follows:

**1. Term:** The Term of this Agreement shall begin on the Effective Date and shall extend for one (1) year(s) (the “Initial Term”), unless renewed or earlier terminated in accordance with the Agreement. This Agreement shall automatically renew for additional periods of one (1) year each (a “Renewal Term”) following the conclusion of the Initial Term and each Renewal Term, if any, thereafter, unless earlier terminated in accordance with the Agreement or either party gives the other party written notice of nonrenewal not less than ninety (90) days before the expiration of the then current Term. The Initial Term and Renewal Term shall collectively be referred to as the “Term.”

**2. Use of the Products:** Data Axle grants Client a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Products during the term of this Agreement for research and reference purposes in accordance with all applicable federal, state and local laws, statutes, rules, regulations and ordinances (“Laws”). Client covenants, represents and warrants that it and all of its Users will use the Products in strict compliance with all Laws and further acknowledges that it is Client’s sole responsibility to determine the applicability of such Laws. Client covenants, represents and warrants that it will not, and that it will cause any and all users who are authorized or permitted by Client to access or use any Product (“Users”) to not, (i) sublicense or resell the Products; (ii) use or allow third parties to use the Products for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information which is sold, rented, published, furnished or in any manner provided to a third party; (iii) use the Products in any manner not specifically authorized in this Agreement or offer it through any third party; (iv) disassemble, decompile, reverse engineer, modify or otherwise alter the Products or any part thereof; or (v) print, download, reproduce, copy or scrap data from the Products, except as permitted by the printing or downloading commands of the Products as specified on Schedule A. Client shall cause all Users to comply with all of Client’s obligations under this Section 2. Client acknowledges that the Products may be accessed through linkage to the Data Axle’s reference web site, and that all Users accessing the reference website do so subject to the terms and conditions stated therein. Data Axle reserves the right to modify the terms and conditions located on the reference website at any time. Data Axle reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to any Data Axle intellectual property.

- A. Client acknowledges that the Licensed Data may contain email addresses. Client shall hold Data Axle harmless from any loss, liability, claim, or cause of action arising out of or related to Client’s inappropriate use of email addresses.
- B. Client acknowledges that the Licensed Data may include wireless telephone numbers. Client agrees and acknowledges that: (i) Data Axle has not acquired consent in any form from the owners of the wireless telephone numbers to be contacted by Client in any manner; (ii) it is Client’s sole responsibility to ensure that any of the wireless telephone numbers included in data derived from the Licensed Data is compliant with all Laws; (iii) Client shall only use the data derived from the Licensed Data in strict compliance with all federal, state, and local laws, rules, regulations, and ordinances, including but not limited to those concerning telephone solicitation, privacy, and direct marketing; (iv) it is Client’s sole responsibility to determine the applicability of all laws, rules, regulations, and ordinances to the data derived from the Licensed Data; and (v) Client shall hold Data Axle harmless from any loss, liability, claim, or cause of action arising out of or related to Client’s inappropriate use of wireless telephone numbers.

**3. Fees.** Client shall pay Data Axle the non-refundable annual subscription fees (“Fees”) listed in Schedule A attached hereto. For any Renewal Term, Client shall pay the Fees listed in Schedule A to Data Axle within thirty (30) days of the anniversary of the Effective Date of each Renewal Term. The Fees due for Renewal Terms are subject to change.

**4. Termination:** Either party may terminate the Agreement if the other party materially breaches any term or condition of the Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach; or becomes subject to any receivership, insolvency, bankruptcy, moratorium or similar proceeding for more than thirty (30) days. Data Axle may immediately terminate this Agreement if Client causes or facilitates any unauthorized use or distribution of the Products or any component thereof. Upon termination of this Agreement for any reason Client shall cease any and all use of the Products and ensure that all copies of the Products and any related data and information is deleted from its computers and, if applicable, returned to Data Axle no later than five (5) days after termination of this Agreement.

**5. Warranty; Limitation of Liability; Indemnification; Insurance.** NEITHER DATA AXLE NOR ANY OF ITS AFFILIATES, INFORMATION OR SERVICE PROVIDERS ASSURES OR WARRANTS OR ASSUMES ANY LIABILITY FOR THE CORRECTNESS, COMPREHENSIVENESS OR COMPLETENESS OF ANY PRODUCT. THE PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS. DATA AXLE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OR RESULTS TO BE DERIVED FROM THE USE OF ANY LICENSED DATA, PRODUCTS, SOFTWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT. NEITHER DATA AXLE NOR ANY OF ITS AFFILIATES, INFORMATION OR SERVICE PROVIDERS SHALL BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES



OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS) WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE PURCHASE, SALE AND/OR USE OF THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR CLAIMS ARISING UNDER EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DATA AXLE'S MAXIMUM AGGREGATE LIABILITY TO CLIENT UNDER ANY LEGAL THEORY (INCLUDING NEGLIGENCE) ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, THE RIGHTS GRANTED HEREIN AND/OR USE OF THE PRODUCTS WILL NOT IN ANY EVENT EXCEED AN AMOUNT EQUAL TO TWO TIMES (2X) FEES ACTUALLY PAID BY CLIENT TO DATA AXLE UNDER THIS AGREEMENT FOR THE AFFECTED PRODUCT FOR THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM MADE BY CLIENT UNDER THIS AGREEMENT. Client shall indemnify, defend, and hold harmless Data Axle and its affiliates from and against any and all claims, actions, suits, causes of action, litigation, proceedings, losses, expenses, damages, costs and liabilities, including, without limitation, reasonable attorneys' fees and expenses incurred in investigation or defense, regardless of the theory of liability or the nature of the legal proceeding ("Damages"), that arise out of or relate to: (a) the use of the Products by or through Client or any User; (b) the negligence or willful misconduct of Client or its representatives in the performance of Client's obligations under this Agreement; (c) any claims related to use of the Products in violation of the terms of this Agreement or any Laws; or (d) any data provided or submitted by Client or any User to Data Axle or the Products. Data Axle will indemnify, defend, and hold harmless Client from any and all third-party claims and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by the Products. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Client, or Client receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Client will use reasonable efforts to notify Data Axle promptly of such lawsuit, claim or election. However, Client's failure to provide or delay in providing such notice will relieve Data Axle of its obligations only if and to the extent that such delay or failure materially prejudices Data Axle's ability to defend such lawsuit or claim. Client will give Data Axle sole control of the defense and settlement of such claim; provided, however, Data Axle may not settle any such claim without the Client's prior written consent if such settlement would be adverse to the interests of the Client. Without in anyway affecting the indemnity herein provided and in addition thereto, Data Axle shall secure and maintain throughout the Contract term the types of insurance with limits as shown and under the requirements set forth in Attachment B, as attached hereto and incorporated herein.

**6. Governing Law.** The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules. To the maximum extent permitted under Law, each party waives its rights to a trial by jury in connection with any and all disputes, claims or proceedings arising from or relating to this Agreement **Notwithstanding the foregoing, Data Axle acknowledges that governmental entities are governed by the laws of the state in which they are organized. As such Data Axle waives enforcement of this Section 6, where Client is a governmental entity.**

**7. Assignment and Binding Effect.** Neither party may assign this Agreement, or any rights granted to it herein, without prior written consent of the other party. This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns.

**8. Notices.** Any notices to be given hereunder, including any notice of a change of address, shall be in writing and shall be deemed validly given if (a) delivered personally; (b) sent by overnight or second day express delivery service; or (c) sent by registered or certified mail, postage prepaid, return receipt requested and addressed to such party at the address indicated for such party on the first page of this Agreement or at such other address as a party may indicate in a written notice to the other party.

**9. General.** No amendment of this Agreement shall be valid unless it is in writing and signed by both parties. No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party making the waiver. Any waiver of a breach or observance of any provision of this Agreement shall not be construed as a waiver of any subsequent breach. The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9 and 10 shall survive any expiration or termination of this Agreement. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument. **Data Axle acknowledges that if Client is a qualified public educational or government institution, any part of this Agreement which may be invalid or unenforceable against Client because of applicable law (ex. governing law, indemnification, venue, etc.) will be deemed invalid or unenforceable and will be construed in a manner consistent with applicable law. Notwithstanding anything to the contrary in Section 6 of this Agreement, Data Axle acknowledges that if Client is a qualified public educational or government institution, the governing law and venue shall be of the state in which Client is a qualified public educational or government institution.**

**10. Campaign Contribution Disclosure (SB 1439).** Data Axle has disclosed to Client using Attachment C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Data Axle's proposal to Client, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors or Purchasing Department. Data Axle acknowledges that under Government Code section 84308, Data Axle is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Data Axle will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other

County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Data Axle or by a parent, subsidiary or otherwise related business entity of Data Axle.

**11. Confidentiality.**

11.1 Definition of Confidential Information. “Confidential Information” means all nonpublic, confidential, or proprietary information disclosed by a Party or its Affiliates (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether orally or in writing or via electronic means, that is marked as “confidential” or that should be reasonably understood to be confidential. Confidential Information includes, without limitation, the Products, financial statements, business and marketing plans, customer/client transactions customer/client lists, pending or threatened litigation, prospective contractual relations, collection, tabulation and analysis of data, proprietary information, computer programming methods, source code, object code, designs, specifications, plans, drawings, programs, databases, intellectual property, inventions (whether or not eligible for legal protection under patent, trademark, or copyright laws), research and development, and work in progress. The terms of this Agreement will also be deemed Confidential Information. Confidential Information does not include information that: (i) is publicly available as of the Effective Date or becomes publicly available thereafter through no fault of the Receiving Party provided, however, that the will remain Confidential Information notwithstanding any portion of the Products being sourced from the public domain; (ii) the Receiving Party rightfully possessed the information before it was received from the Disclosing Party; or (iii) is subsequently furnished to the Receiving Party by a third-party without restrictions on disclosure. Notwithstanding these provisions, Products is always Data Axle Confidential Information.

11.2 Use of Confidential Information. Each Party retains all ownership rights in and to its Confidential Information. The Receiving Party must use the Disclosing Party’s Confidential Information only to perform its obligations under this Agreement, and for no other purpose. The Receiving Party must keep confidential the Disclosing Party’s Confidential Information using the same degree of care it uses to keep confidential its own Confidential Information, but in no event less than reasonable care. The Receiving Party further agrees not to disclose or permit any other person or entity access to the Disclosing Party’s Confidential Information, except such disclosure or access of the Disclosing Party’s Confidential Information will be permitted to a Representative of the Recipient that requires access, with any such access limited only to the extent necessary in order to perform his or her employment or services as they relate to the Receiving Party’s performance of its obligations under this Agreement. The Receiving Party must ensure that such Representatives sign confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those in this Agreement. The Receiving Party must immediately notify the Disclosing Party in writing of all circumstances which the Receiving Party becomes aware of surrounding any possession, use, or knowledge of Confidential Information by any person or entity other than those authorized by this Agreement. Subject to the limitations set forth in this Agreement, the Receiving Party is fully responsible and liable for any breach of this Section by any of its Representatives. Permitted uses pursuant to this Section are subject to all additional restrictions in the Agreement.

11.3 Required Disclosures; Notification. If the Receiving Party is compelled by law, governmental regulation, court order, or other legal process to disclose any Confidential Information of the Disclosing Party, it may do so if: (i) it provides the Disclosing Party with prompt prior notice of such compelled disclosure (to the extent legally permitted); and (ii) it provides the Disclosing Party with reasonable assistance, at the Disclosing Party’s reasonable expense, if the Disclosing Party determines in its sole discretion to contest the disclosure.

11.4 Return of Confidential Information. Upon the expiration or termination of this Agreement or upon request of the Disclosing Party during the term of this Agreement, the Receiving Party shall return or irretrievably destroy all Confidential Information of the Disclosing Party then in its possession or control. In the case of destruction, the Receiving Party must certify such destruction to the Disclosing Party within thirty (30) days following the expiration or termination of this Agreement or the Disclosing Party’s request.

**12. Electronic Signatures.** The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party, an original signed Agreement upon request.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter.

[signatures on following page]



IN WITNESS HEREOF, the parties' duly authorized representatives have executed this Agreement on the Effective Date.

**San Bernardino County, CLIENT**

**Data Axle, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:     Dawn Rowe    

Name:     Mark Cullinane    

Title:     Chair, Board of Supervisors    

Title:     President, LMS    

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

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



**SCHEDULE A  
AUTHORIZED USE & SPECIAL TERMS**

**ACCOUNT/BILLING PHONE NUMBER: 9093874700**

**CLIENT NAME: San Bernardino County**

**TERM:** One (1) year beginning on September 15, 2024, and extending through September 14, 2025 (“Initial Term”). This Schedule A shall automatically renew for additional periods of one (1) year each (a “Renewal Term”) following the conclusion of the Initial Term and each Renewal Term, if any, thereafter, unless earlier terminated in accordance with the Agreement or either party gives the other party written notice of nonrenewal not less than ninety (90) days before the expiration of the then current Term. The Initial Term and Renewal Term shall collectively be referred to as the “Term.”

Client agrees to purchase the Products selected below during the Initial Term of the Agreement. In consideration for the Products Client shall pay Data Axle an annual Fee of **\$5,420.00** within thirty (30) days of the Effective Date.

The Fees due for Renewal Terms are subject to change. If the Fees for a Renewal Term will change from the Initial Term or a previous Renewal Term (if applicable) Data Axle will provide Client with notice of such change.

**Purchase Order Number** (where applicable):

**Authorized Use:** Subject to the terms and conditions of the Agreement, Client’s subscription includes access to the following Products:

	<b>Products</b>	<b>Stand Alone</b>	<b>Network to workstations within the main location</b>	<b>Network to additional sites</b>	<b>Remote Access*</b>
<input checked="" type="checkbox"/>	ReferenceSolutions™ - US Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceSolutions™ - US Standard White Pages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceSolutions™ - US Health Care Providers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceSolutions™ - Canadian Businesses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceSolutions™ - Canadian White Pages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceSolutions™ - New Businesses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceSolutions™ - New Movers/ New Homeowners	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceSolutions™ - US Consumers/Lifestyles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceSolutions™ - Historical Module	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	ReferenceSolutions™ - Data Visualization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	ReferenceSolutions™ - US Jobs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Government PowerFinder™	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Number of Prints/Downloads for Internal Access	45,000 records per year			
	Number of Prints/Downloads for Remote Access	N/A			
	Number of Authorized Users	6 Users			

Technical support and staff training (on-site or via conference call) are included in Client’s subscription and are available upon Client’s request.

\*Remote Access for public libraries is for patrons’ personal non-commercial use only.

**Account Access Description & Special Terms (if applicable):**

- Data Axle does have your tax-exempt certificate on file; thus, no taxes will apply.
- If Client is tax exempt, please fax tax exempt certificate to 866-511-4691.

**ATTACHMENT B  
INSURANCE REQUIREMENTS**

Data Axle agrees to provide insurance set forth in accordance with the requirements herein. If Data Axle uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Data Axle agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, Data Axle shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
  - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Data Axle and all risks to such persons under this Agreement. If Data Axle has no employees, it may certify or warrant to the Client that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Client's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance – Data Axle shall carry General Liability Insurance covering all operations performed by or on behalf of Data Axle providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Personal injury.
    - v. Contractual liability.
    - vi. \$2,000,000 general aggregate limit.
  - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Data Axle is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Data Axle owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
  - e. Professional Liability –Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

Or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Agreement completion.

  - f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Client entities and cover breach response cost as well as regulatory fines and penalties.
2. Additional Insured. All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the Client and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Client to vicarious liability but shall allow coverage for the Client to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights. Data Axle shall require the carriers of required coverages to waive all rights of subrogation against the Client, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Data Axle and Data Axle's employees or agents from waiving the right of subrogation prior to a loss or claim. Data Axle hereby waives all rights of subrogation against the Client.

4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Client.
5. Severability of Interests. Data Axle agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Data Axle and the Client or between the Client and any other insured or additional insured under the policy.
6. Proof of Coverage. Upon request by Client, within fifteen (15) days, Data Axle shall furnish Certificates of Insurance to the Client Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Data Axle shall maintain such insurance from the time Data Axle commences performance of services hereunder until the completion of such services.
7. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Failure to Procure Coverage. In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Client has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the Client will be promptly reimbursed by Data Axle or Client payments to Data Axle will be reduced to pay for Client purchased insurance.
9. Insurance Review. Insurance requirements are subject to periodic review by the Client. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Client. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Client, inflation, or any other item reasonably related to the Client's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Data Axle agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Client to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Client.





## ATTACHMENT C

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

**Actively supporting the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**



1. Name of Contractor:     Data Axle, Inc.    

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:     Mark Cullinane    

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

    Data Axle, Inc owns 100% of InfoUSA Marketing, Inc.    

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
InfoUSA Marketing, Inc	subsidiary

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities

listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.