

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-66

SAP Number

Auditor-Controller/Treasurer/Tax Collector

Department Contract Representative	Don Le
Telephone Number	909-382-3001
Contractor	Contentful Inc.
Contractor Representative	Chet Fagin
Telephone Number	917-434-9997
Contract Term	January 28, 2025, and remaining in effect so long as there is a valid service or statement of work, or until terminated by either party.
Original Contract Amount	Non-financial
Amendment Amount	N/A
Total Contract Amount	Non-financial
Cost Center	3400001000
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract: Approve non-financial Master Subscription and Services Agreement with Contentful Inc., including non-standard terms, for a cloud-based subscription service to manage and organize public, web-based content and improve customer searches and experience for the contract term beginning January 28, 2025, and remaining in effect so long as there is a valid service or statement of work, or until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Kaleigh Ragon*

Kaleigh Ragon, Deputy County Counsel

Date *12/20/24*

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

► *[Signature]*
Ensen Mason, Auditor-Controller/Treasurer/Tax Collector

Date *11/8/25*

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement is effective as of the date last signed below (the “**Effective Date**”) by and between Contentful Inc. (“**Contentful**”) and San Bernardino County (“**Customer**”), each a “**Party**” and, collectively, the “**Parties**.” The Parties hereby agree as follows:

1. Definitions. Capitalized terms shall have the meaning set forth in this Section 1 or as defined in the body of this Agreement.

“**Affiliates**” means any subsidiary, parent or sibling entity in a group of companies that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another entity of the same group of companies. Control means the direct or indirect ownership of 50% or more of the voting power or equity in an Affiliate or de facto control by an entity of the same group of companies of another Affiliate’s decision making. Customer “**Affiliates**” are local government agencies, departments and Board-governed special districts, or other local governmental body or corporation, including applicable K-12 schools and community colleges, where County is authorized and empowered to expend public funds for such entity located within San Bernardino County’s applicable jurisdictional and geographical boundaries.

“**Agreement**” means collectively this Master Subscription and Services Agreement and all executed Provisioning Documents, including any incorporated attachments, addenda and exhibits.

“**Confidential Information**” means any information or data disclosed by either Party marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential considering the nature of the information and the circumstances of disclosure. However, “**Confidential Information**” does not include any information which (a) is in the public domain through no fault of the receiving Party; (b) was known to the receiving Party, without restriction, prior to disclosure by the disclosing Party; (c) was disclosed to the receiving Party, without restriction, by another person with the legal authority to do so; or (d) is or was independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information.

“**Contentful Services**” means collectively Professional Services and Subscription Services.

“**Customer Content**” means any data or content submitted to and managed by Customer in the Subscription Services.

“**Documentation**” means the printed and digital instructions, on-line help files, technical documentation and user manuals made available by Contentful for the Subscription Services, as updated from time to time.

“**Professional Services**” means the consulting services provided by Contentful to Customer in support of Customer’s use of the Subscription Services, as set forth in one or more Statements of Work or Service Order.

“**Provisioning Documents**” means collectively Service Orders and Statements of Work.

“**Service Order**” means a Contentful service order form mutually signed by the Parties that sets forth the applicable Subscription Services, subscription fees, subscription term and, if applicable, Professional Services.

“**Statement of Work**” or “**SOW**” means a Contentful statement of work mutually signed by the Parties that sets forth the applicable Professional Services, schedule and consulting fees.

“**Subscription Services**” means the cloud-based content management and publication platform as a service offering, including related programs, functions and services provided by Contentful to Customer (including, as applicable, Contentful APIs) set forth in the applicable Service Order, and any subsequent updates or upgrades of the foregoing.

2. Contentful Services, Support and Availability

2.1 Provision of Subscription Services and License. Subject to the terms of this Agreement and the applicable Service Order, Contentful will make the Subscription Services available to Customer, and hereby grants Customer a non-exclusive right to access and use the Subscription Services and Documentation during the term of the Service Order, including the right to write and execute software applications or websites (“**Customer Applications**”) that interface with the Subscription Services.

2.2 Customer Responsibilities. Customer must (a) comply with the Contentful Acceptable Use Policy available at <https://www.contentful.com/legal/acceptable-use-policy/>, which is hereby incorporated by reference into this Agreement; (b) be responsible and liable for (I) all use of the Subscription Services and Documentation under its account and (II) the accuracy, quality, integrity and legality of Customer Content and Customer Applications; (c) use commercially reasonable efforts to (Y) prevent unauthorized access to or use of the Subscription Services via Customer Applications or Customer accounts and (Z) configure its systems in a way to reasonably prevent unauthorized users from accessing Customer Applications and Customer accounts; (d) notify Contentful promptly of any unauthorized access to or use of Subscription Services in breach hereof, (and Customer hereby permits Contentful to deactivate such compromised accounts or users); (e) back up any data and information used in conjunction with the Subscription Services separately and at regular intervals; and (f) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to use the Subscription Services, including as set forth in the Documentation. Customer will be solely responsible for its failure (and Contentful will have no liability for such failure) to maintain such equipment, software and services, or to use the current version of the APIs made available by Contentful or the current version of the software development kits ("**SDKs**"). SDKs are made available by Contentful on GitHub separately, as a convenience, but are not required for Customer's use of the Subscription Services. With Customer's advance permission (which may be by email or other reasonably documented means), Contentful may log into user accounts to debug the Subscription Services.

2.3 Provision of Professional Services and License. Subject to the terms of this Agreement and the applicable SOW, Contentful will provide the Professional Services to Customer. All information, documents or other materials shared with or provided to Customer by Contentful in connection with the Professional Services shall be "**Contentful Materials**". Subject to payment of the applicable fees in the SOW, Contentful hereby grants Customer a revocable, nonexclusive, non-transferable license to use the Contentful Materials solely for purposes of Customer's internal business operations in connection with Customer's use of the Contentful Services. Except to the extent that Customer has the right under this Agreement to sublicense, assign, or transfer, the license granted to Customer in this Section 2.3 is not sublicensable, assignable, or transferable, by operation of law or otherwise, without the prior written consent of Contentful. Contentful retains all ownership rights to the Contentful Materials. Contentful Materials do not include any Customer Materials (as defined below).

2.4 Changes. Contentful may modify or republish the Subscription Services and reserves the right to discontinue individual features within the Subscription Services from time to time and will provide notice of such changes to Customer via the Subscription Services web portal/website. To the extent such changes result in a material reduction of overall functionality without a comparable replacement, Contentful will refund Customer a pro-rata portion of all prepaid fees associated with the discontinued Subscription Services for which no comparable replacement was provided.

2.5 Affiliates. Any Affiliate of Customer or Contentful may enter into a Provisioning Document and Customer's or Contentful's rights, duties, liabilities and obligations under this Agreement, as the case may be, will apply and inure to such Affiliate signatory (or contractor thereto, as permitted below) and any references to Customer or Contentful, respectively, in this Agreement or in any such Affiliate-executed Provisioning Documents shall be deemed to be references to any such contracting Affiliates only; no other non-signatory Affiliate of either Party will have any rights, duties, liabilities or obligations under any such Provisioning Document. Additionally, Customer may sublicense the rights granted in Section 2.1 (Provision of Subscription Services and License) and, together with the rights granted in Section 2.1, the rights granted in Section 2.3 (Provision of Professional Services and License) to its Affiliates and Customer and any Affiliate sublicensees may permit their contractors to use the same as reasonably necessary for such contractors to provide services to Customer or Affiliate sublicensees provided that such contractors or Affiliates are legally bound to comply with the obligations undertaken by Customer or its Affiliates hereunder.

2.6 Availability and Support. Contentful will provide the Subscription Services and technical support in accordance with the Service Level Agreement available at <https://www.contentful.com/legal/service-level-agreement/> and at the level set forth in the applicable Service Order.

3. Fees and Payment

3.1 Fees and Payment. Except for fees subject to a good faith dispute, Customer will pay in full to Contentful the fees set forth in the applicable Provisioning Document. Additional usage fees for use of the Subscription Services above any applicable volume thresholds may be applied. Except as expressly set forth in this Agreement or in any applicable

Provisioning Document (a) fees are quoted and are due and payable in United States Dollars, net of taxes and will be invoiced on the start date of the applicable service period; (b) fees paid are non-refundable; and (c) payment obligations are non-cancelable. In the event Customer prefers to use any other billing platform for invoicing and payment hereunder, the Parties will reasonably work together to facilitate the use of such platform, provided that Customer notifies Contentful prior to the execution of a Provisioning Document and such platform is: (i) able to accommodate the services payable hereunder; and (ii) operational without cost to Contentful (i.e., use of such platform is either without out-of-pocket cost to Contentful, including for any related set-up fees, or Customer promptly reimburses or otherwise credits Contentful for any such additional costs or fees) or subject to the agreement of additional terms and conditions.

3.2 Net of Taxes. All fees are exclusive of any applicable use, sales, value added, excise and other similar taxes and government charges (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of Contentful or any of its Affiliates. Unless Customer qualifies for a jurisdictional value added/sales/use excise or similar tax exemption and provides Contentful with all necessary documentation Contentful may require (for example a valid certificate of Direct Pay Permit) and provided that Contentful separately states any such taxes on the applicable invoice Customer will not withhold any Taxes from any amounts due to Contentful, except to the extent required under mandatory local law. In the event Customer is obliged to withhold taxes, Customer will inform Contentful accordingly in writing as soon as the obligation to withhold taxes becomes known and will assist Contentful at no charge in obtaining any mitigations, exemptions and/or refunds as may be available under any applicable law, including any double taxation treaties. In particular, Customer will provide Contentful, at no charge and in a timely manner, with any and all information, document or confirmation required for Contentful to avail itself of any exemptions, mitigations or reductions of any such withholding tax under any applicable law, including any double taxation treaties.

3.3 SOW Expenses. Customer will be responsible for all pre-approved reasonable travel expenses, hotel accommodations and any other reasonable out-of-pocket expenses incurred by Contentful in connection with on-site Professional Services, provided that such expenses or estimates for such expenses are mutually agreed upon by the Parties in advance (either in the applicable SOW or email to suffice). If applicable, expenses shall be reimbursed in accordance with expense policies agreed in the applicable SOW and Contentful shall invoice out-of-pocket expenses in arrears as incurred, either monthly or at such cadence as reasonable considering the amount of incurred expenses.

4. **Proprietary Rights and Confidentiality**

4.1 Contentful's Ownership Rights. As between the Parties, Contentful retains all right, title and interest in all its trademarks, service marks, logos and domain names ("**Contentful Marks**") and patents, copyrights, trade secrets, and other intellectual property rights) in and to all Contentful Services, and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback (as defined below), (collectively, "**Contentful Technology**"). Except for the express limited rights set forth in this Agreement, no right, title or interest in or to any Contentful Technology or Contentful Marks is granted to Customer.

4.2 Feedback. Contentful has full, unencumbered right, title and license, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any suggestions or comments Customer provides for enhancements improvements, new features, additional functionality or any other feedback (collectively, "**Feedback**") with respect to the Contentful Technology now or in the future. Feedback will not include any Customer Content or Customer Confidential Information. Feedback is provided by Customer "as-is" without any warranties.

4.3 Customer's Ownership Rights. As between the Parties, Customer retains all right, title and interest in all its trademarks, service marks, logos, domain names, Customer Content and Customer Applications. Customer grants to Contentful a revocable, fully-paid, non-exclusive, worldwide license to copy, distribute and use Customer Content for the sole purpose of providing the Contentful Services to Customer.

4.4 License of Customer Materials. Any non-Contentful materials provided by Customer to Contentful for use by Contentful in the course of performing Professional Services under a SOW ("Customer Materials") will be used by Contentful solely to perform the Professional Services under that SOW. Customer retains all ownership rights to the Customer Materials. Customer Materials do not include any Contentful Materials.

4.5 Confidentiality. Each Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use Confidential Information of the

other Party for any purpose outside the scope of this Agreement; (II) only disclose Confidential Information to its Affiliates, employees, officers, directors, attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations at least as stringent as those herein; or as required by law or court of competent jurisdiction. If required by law or a court of competent jurisdiction, the Party disclosing the other's information will (to the extent legally permitted) (a) provide the other with (i) prior written notification thereof and (ii) the opportunity to contest such disclosure; and (b) use reasonable efforts to minimize such disclosure. Each Party will promptly notify the other in writing if it becomes aware of any unauthorized disclosure of Confidential Information of the other Party. Each Party acknowledges that Confidential Information is unique and unauthorized disclosure of Confidential Information may cause substantial harm for which damages alone might not be a sufficient remedy, and therefore upon any such disclosure (or threat thereof), the other Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it may have at law. Notwithstanding the foregoing in this Section 5.5, Customer shall strictly comply with the California Government Code 54950 (Ralph M. Brown Act), California Public Records Act (Government Code Section 7920.005), and the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101.

4.6 Aggregated Information. Contentful may aggregate, collect, or analyze information relating to the provision, use and performance of the Subscription Services ("**Service Data**") and may use (during and after the term hereof) such Service Data to develop and improve the Contentful Services and other Contentful offerings, including disclosure of such Service Data to third parties in an aggregated and anonymized format such that no Customer nor any individual or household can be identified or re-identified, and no Customer Content, Customer Applications, Customer Materials, or Customer Confidential Information are disclosed. As between the Parties, Contentful owns all right, title and interest in Service Data.

5. Warranties and Disclaimers

5.1 Mutual Warranty. Each Party warrants that it has the authority to enter into this Agreement.

5.2 Contentful. Contentful warrants that it will, consistent with prevailing industry standards, maintain the Subscription Services in a manner which minimizes errors in the Subscription Services, and that the Subscription Services will substantially conform to the Documentation. Contentful warrants that Professional Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards. The foregoing warranties shall not apply to any errors or defects in Contentful Services resulting in whole or in part from: (a) Customer's use of the Contentful Services in a manner not conforming with the terms herein, including but not limited, any use of the Subscription Services in violation of the Acceptable Use Policy; (b) modification of the Contentful Services by or on behalf of Customer without Contentful's express, prior, written consent; (c) Customer Content, Customer Materials or Customer Applications; or (d) Customer's use of any third party applications, portions of applications, products or services.

5.3 Customer. Customer warrants that it has the necessary right, title, license, consent, permission, waivers and releases to use, make available and distribute Customer Applications and Customer Content in connection with the Contentful Services.

5.4 WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, (A) CONTENTFUL DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES THAT THE CONTENTFUL SERVICES WILL OPERATE WITHOUT ERROR OR INTERRUPTION OR WILL BE FREE OF VULNERABILITIES AND (B) EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

5.5 Warranty Remedies. Customer will notify Contentful of any Contentful Services non-conformance under Section 5.2 (Contentful Warranty) without undue delay and in no case later than within 30 days of the date on which the condition giving rise to the claim first arose. Provided that Customer notifies Contentful within such time and provides reasonable evidence of the non-conformance, Contentful will correct the non-conformance at no additional charge. If Contentful cannot re-perform or correct such non-conforming Contentful Services as warranted within a reasonable time, Customer will be entitled to a reduction in fees proportionate to the non-conformity (and claim a refund of any prepayment exceeding the adjusted fees) or terminate the affected Contentful Services immediately by written notice and shall be entitled to receive a refund of any prepayment for unused Contentful Services. The foregoing remedy is Customer's sole remedy in case of a breach of the limited warranty above. Downtime of the Subscription Services is remedied exclusively in accordance with the Service Level Agreement.

6. Indemnification

6.1 Indemnification by Contentful.

(a) Contentful will indemnify and defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party to the extent alleging that the use of the Contentful Services or the Contentful Materials as permitted hereunder infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret ("**Claim**") and will pay all damages and costs finally awarded against Customer or as set forth in any approved settlement as a result of such Claim.

(b) The foregoing obligations of Contentful are subject to (i) Customer providing written notice to Contentful of such Claim within 30 days of becoming aware of such Claim and furnishing Contentful with a copy of each communication, notice or other document relating to such Claim (provided that Customer's failure to give such notice, or any delay in giving such notice, shall not relieve Contentful of its indemnification obligations under this Agreement except to the extent Contentful is actually prejudiced by any such failure or delay); (ii) Contentful having the sole and exclusive authority to defend and/or settle any such Claim (provided that Contentful may not settle any Claim without Customer's prior written consent – which consent will not be unreasonably withheld, conditioned or delayed – unless the settlement unconditionally releases Customer of all related liability and provides for no admission of guilt by Customer); and (iii) Customer reasonably cooperates with Contentful, at Contentful's cost, in connection therewith.

(c) If the use of the Contentful Services or the Contentful Materials by Customer has become, or in Contentful's opinion is likely to become, the subject of any Claim, Contentful may at its option and expense (i) procure for Customer the right to continue using and receiving the Contentful Services or the Contentful Materials as set forth hereunder; (ii) replace or modify the Contentful Services or the Contentful Materials to make them non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably and commercially practicable, terminate this Agreement and provide a pro rata refund of any prepaid fees.

(d) Contentful and its Affiliates have no liability or obligation with respect to any Claim to the extent such Claim is caused by (i) compliance with designs, guidelines, plans or specifications provided by Customer; (ii) use of the Contentful Services or the Contentful Materials by Customer not in accordance with the terms herein; (iii) modification of the Contentful Services or the Contentful Materials by or on behalf of Customer without Contentful's express, prior, written consent; (iv) Customer Content or the Customer Materials, or Customer Applications; or (v) the combination, operation or use of the Contentful Services or the Contentful Materials with other applications, portions of applications, products or services where the Contentful Services or the Contentful Materials would not by themselves be infringing. Contentful shall not be obligated or responsible for any settlement entered into or damages arising from admissions by Customer without Contentful's prior written consent.

6.2 Indemnification by Customer. Customer will indemnify and defend Contentful against any claim made or brought against Contentful by a third party (i) arising from Customer's violation of the Contentful Acceptable Use Policy; or (ii) alleging that the Customer Content, or the Customer Materials or Customer Applications infringes or misappropriates a valid patent, copyright, trademark or trade secret and will pay all damages and costs finally awarded against Contentful or as set forth in any approved settlement as a result of such claim. The procedures set forth in Section 6.1(b) apply with respect to the foregoing indemnification obligations of Customer.

6.3 THIS SECTION 6 STATES EACH PARTY'S AND ITS AFFILIATES' SOLE AND EXCLUSIVE LIABILITY AND OBLIGATION, AND EXCLUSIVE REMEDY, FOR ANY CLAIM RELATED TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS TO THE EXTENT PERMITTED BY LAW.

7. Limitation of Liability

7.1 EXCEPT AS SET FORTH IN SECTION 7.3 BELOW, NEITHER PARTY WILL BE LIABLE FOR (A) ANY INDIRECT, EXEMPLARY, LOST PROFITS, LOST REVENUE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (B) ERROR OR INTERRUPTION OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY, OR LOSS OF BUSINESS OR DATA.

7.2 EXCEPT AS SET FORTH IN SECTION 7.3 BELOW, NEITHER PARTY WILL BE LIABLE FOR ANY AMOUNTS THAT EXCEED THE CUMULATIVE FEES INVOICED TO CUSTOMER UNDER THE AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE

THE CLAIM AROSE EXCEPT FOR DAMAGES ARISING UNDER A BREACH OF SECTION 4.5 (CONFIDENTIALITY) OR A BREACH OF SECTION 9 (SECURITY AND DATA PROTECTION) WHICH SHALL NOT EXCEED 2X (2 TIMES) THE CUMULATIVE FEES INVOICED TO CUSTOMER UNDER THE AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

7.3 THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 DO NOT APPLY TO A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, B) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, C) CUSTOMER'S PAYMENT OBLIGATIONS, OR (D) LIABILITY ARISING FROM PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY.

7.4 THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND SHALL APPLY UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

8. Term and Termination

8.1 Term. The term of this Agreement begins on the Effective Date and will remain in effect until terminated in accordance with its terms.

8.2 Termination. Each Party has the right to terminate this Agreement upon written notice if (a) there is no Provisioning Document currently in effect; (b) the other Party commits any material breach of this Agreement and fails to remedy such breach (if capable of remedy) within 30 days after written notice of such breach; or (c) subject to applicable law, upon the other Party's liquidation, commencement of dissolution proceedings, insolvency or assignment of substantially all its assets for the benefit of creditors, or if the other Party becomes the subject of bankruptcy or similar proceeding that is not dismissed within 60 days.

8.3 Suspension. Contentful may suspend Customer's account and access to the Subscription Services immediately on notice if (a) Contentful reasonably determines (i) Customer violated or is violating the Acceptable Use Policy; or (ii) Contentful's provision of any of the Contentful Services is prohibited by applicable law or has become impractical or unfeasible for any legal or regulatory reason, or (b) Customer fails to pay an undisputed invoice within 15 business days after Contentful has provided Customer with a written reminder notice (of which email is sufficient) of late payment. Any suspension by Contentful of the Subscription Services as a result of subsection (a)(i) or subsection (b) of this Section 8.3 will not relieve Customer of its payment obligations hereunder. Contentful will promptly lift the suspension upon Customer's payment or remedy of the triggering violation, as applicable.

8.4 Survival. Upon termination of this Agreement all rights and obligations granted therein will immediately terminate except that any accrued rights and the following sections will survive: 3 (Fees and Payment), 4 (Proprietary Rights and Confidentiality), 5.4 (Warranty Disclaimer), 6 (Indemnification), 7 (Limitation of Liability), 8 (Term and Termination), and 10 (General).

9. **Security and Data Protection**. Contentful shall maintain appropriate administrative, physical, and technical safeguards designed to protect the security of the Subscription Services and Customer Content in accordance with the Security Addendum available at <https://www.contentful.com/legal/security-standards/>. If Customer's use of the Subscription Services involves Contentful processing personal data on behalf of Customer, the terms of the Contentful Data Processing Addendum available at <https://www.contentful.com/legal/us/data-processing-addendum-for-customers/privacy/> shall apply.

10. General

10.1 Compliance with Laws. Each Party agrees to abide by all laws, ordinances and regulations (whether international, federal, state, local or provincial) applicable to the respective Party in its performance under this Agreement.

10.2 Policy Updates. All then-current policies and terms as of the Effective Date referenced in this Agreement via URL shall be deemed incorporated into this Agreement and as applicable, executed by the Parties. Contentful may update or modify the foregoing from time to time during the term of a Service Order (collectively "**Policy Updates**") which shall take effect 30 days from the date such Policy Updates are published by Contentful provided that such Policy Updates do not materially diminish Customer's rights or create material additional obligations (other than as required by law). To the extent any Policy Updates do materially diminish Customer's rights or create material additional Customer obligations (other than as required by law), such updates shall not take effect until the next Service Order term. Customer may sign up to receive

notifications of Policy Updates at the URLs.

10.3 Export Compliance. Each Party will comply with applicable export control and economic sanctions laws and regulations when providing or using the Contentful Services, Contentful Materials or Customer Materials. Without limiting the foregoing, (i) each Party warrants that neither it nor any party that wholly or partially owns a Party is listed on or acting on behalf of and will not act on behalf of any E.U. or U.S. government list of prohibited or restricted parties or organized, headquartered or located in (or a national of) a country that is subject to an E.U. or U.S. government embargo or that has been designated by the E.U. or the U.S. government as a “terrorist supporting” country (an “Embargoed Jurisdiction” currently Afghanistan, Cuba, Crimea, Iran, North Korea, Syria and Venezuela), (ii) Customer will not (and will not permit any third parties to) access or use the Contentful Services or Contentful Materials from an Embargoed Jurisdiction or in violation of any E.U. or U.S. export embargo, prohibition or restriction, and (iii) Customer will not submit to Contentful or in the Contentful Services any information that is controlled under the U.S. International Traffic in Arms Regulations.

10.4 Assignment and Delegation. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the other Party’s prior written consent, except that either Party may assign this Agreement without consent (i) to a successor to all or substantially all of its assets or business; or (ii) to an Affiliate of such Party. In addition, Customer agrees that Contentful may perform its obligations through an Affiliate, provided that Contentful remains responsible for its obligations hereunder and liable for such Affiliate’s performance as if it were Contentful. Any attempted assignment, delegation or transfer by either Party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their respective successors and assigns. The assigning Party will use commercially reasonable efforts to notify the other Party of the assignment as soon as practicable after the completion of that assignment.

10.5 Debarment Contentful represents that it has not been excluded, debarred, suspended or otherwise ineligible to participate in federal healthcare programs, nor is Contentful deemed an “Excluded Contractor” by the General Services Administration. Contentful will notify Customer if Contentful becomes aware that it has been excluded or is otherwise ineligible for participation in a federal health care program or becomes an Excluded Contractor by the General Services Administration.

10.6 Amendment and Waiver. Except as expressly stated herein, no amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless executed in writing by a duly authorized representative of each Party. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of present or future enforcement of that or any other provision.

10.7 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the Parties, while the remainder of the Agreement will remain in full force and effect and bind the Parties according to its terms.

10.8 Governing Law and Jurisdiction. This Agreement will be governed by the laws of the State of Delaware, USA, exclusive of its rules governing choice of law and conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods will not apply. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of the State of Delaware and the Parties hereby consent to the personal jurisdiction of these courts. In the event of actual or threatened breach of confidentiality obligations or the Contentful Acceptable Use Policy, the non-breaching Party may seek specific performance, immediate injunctive and other equitable relief in any competent court without prejudice to any other rights or remedies.

10.9 Notices. Contentful may give general notices for Subscription Services applicable to all customers via a notice on the Subscription Services web portal/website. Any legal notice required or permitted to be given under or in connection with this Agreement must be given in writing by personal delivery, certified mail, return receipt requested, or by overnight delivery. Legal notices to Customer must be sent to the email or other address set forth in the applicable Service Order. Legal notices to Contentful must be sent to the following address: Contentful Inc., 1801 California Street, Suite 4600, Denver, CO 80202, Attn: Legal with a copy, which shall not constitute a legal notice, to legal@contentful.com, or such other address as Contentful specifies. Day to day operational and business messages may be sent by email.

10.10 Entire Agreement. This Agreement, including linked terms incorporated by reference, comprises the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Contentful, its agents or employees will create a representation, warranty or guarantee or in any way increase the scope of the warranties in this Agreement. No terms or conditions stated in a Customer purchase order, vendor or partner onboarding process or web portal, or any other Customer order documentation (excluding Provisioning Documents) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any language to the contrary therein.

10.11 Signature/Counterparts. This Agreement may be executed in separate counterparts. 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.

10.12 Order of Precedence. In the event of any discrepancy between the contractual documents, the order of precedence is the following, except that specific portions of a lower-ranking document may supersede specified portions of a higher-ranking document expressly noted: (i) Master Subscription and Services Agreement, (ii) Acceptable Use Policy; (iii) Data Processing Addendum, (iv) Service Level Agreement, (v) Security Addendum, (vi) Provisioning Document.

10.13 Force Majeure. Neither Party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control ("Force Majeure Event"), including but not limited to earthquake, flood, or other natural disaster, "acts of God", pandemic or similar outbreak, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), or the inability to obtain sufficient supplies, transportation or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

10.14 Government Terms. Contentful provides the Subscription Services, including related software and technology, for ultimate federal government end use solely in accordance with the terms of this Agreement. If Customer (or any of its customers) is an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure or transfer of the Subscription Services or any related software technology or Documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement. All other use is prohibited and no rights other than those provided in this Agreement are conferred. The Subscription Services were developed fully at private expense.

10.15 Independent Parties. Nothing in this Agreement creates a partnership, joint venture, personnel leasing or agency relationship between the Parties.

10.16 Insurance. Contentful will, at its expense, procure and maintain throughout the term of the Agreement insurance policies and coverages required by law applicable to its business operations and commercially reasonable to support and cover its obligations hereunder. All such policies shall be issued by reputable and financially sound insurance companies authorized to do business in the geographic area where the Contentful Services are to be performed. Upon Customer's written request, Contentful shall furnish to Customer a certificate of insurance evidencing that such policies are in full force and effect.

10.17 Third-Party Beneficiaries. Except as expressly set forth in this Agreement, there are no third-party beneficiaries under this Agreement.

10.18 Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). Contentful has disclosed to Customer using Attachment A – Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other Customer 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 Contentful's proposal to the County, or (2) 12 months before the date this Agreement was approved by the Board of Supervisors. Contentful acknowledges that under Government Code section 84308, Contentful is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other Customer elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, Customer may request Contentful provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other Customer 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 the Contentful or by a parent, subsidiary or otherwise related business entity of Contentful.

The Parties have caused this Agreement to be signed and delivered as of the Effective Date by their duly authorized representatives.

Contentful Inc.

Signed by: Shane Lowenberg
By: _____

Authorized Signature

Print Name: Shane Lowenberg

Title: VP & Deputy General Counsel

Date: Jan 7, 2025 | 09:17 PST

Customer

By: Dawn M Rowe

Authorized Signature

Print Name: Dawn M. Rowe

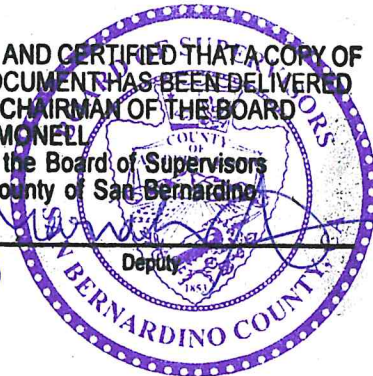
Title: Chair, Board of Supervisors

Date: ~~JAN 14 2025~~ JAN 28 2025



SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MCNEEL
Clerk of the Board of Supervisors
of the County of San Bernardino

By: [Signature]
Deputy





ATTACHMENT A

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

DEFINITIONS

Actively supporting or opposing 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: Contentful, 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:
N/A

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):

N/A

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

Company Name	Relationship
Contentful Global, Inc	Parent

6. Name of agent(s) of Contractor:

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

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):
N/A	N/A	N/A
N/A	N/A	N/A

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
N/A	N/A
N/A	N/A

9. Was a campaign contribution, of more than \$500, 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 \$500 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.