



Terms of Use

These Terms of Use (“TOU” or “Terms”) are entered into by and between ContractSafe, LLC, a California corporation, and San Bernardino County, a political subdivision organized and existing under the constitution and laws of the State of California (“County”) and effective as of the date of execution.

1. Fees and Payments

1.1 Fees for Services. County agrees to pay to ContractSafe any fees for each Service County purchases or uses, in accordance with the pricing and payment terms presented to County for that Service. Where applicable, County will be billed using the billing method County selects through County’s account management page. Fees paid by County are non-refundable, except as provided in these Terms or when required by law.

1.2 Subscriptions. Some of our Services are billed on a subscription basis (we call these “Subscriptions”). This means that County will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically annual or monthly, depending on what subscription plan County selects when purchasing a Subscription. Subscription fees are paid by credit card through County’s account management page.

1.3 Taxes. Unless otherwise stated, County is responsible for any taxes (other than ContractSafe’s income tax) or duties associated with the sale of the Services, including any related penalties or interest (collectively, “Taxes”). County will pay ContractSafe for the Services without any reduction for Taxes. If ContractSafe is obliged to collect or pay Taxes, the Taxes will be invoiced to County, unless County provides ContractSafe with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged.

1.4 Price Changes. ContractSafe may change the fees charged for the Services at any time, provided that: (a) for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle, and (b) County’s Subscription fee shall not increase by more than 5% per year for the same Subscription level.

2. Availability, Security, Privacy and Confidentiality

2.1 Availability and Security. We will use commercially reasonable efforts to: (a) make the Website available for use not less than 99.5% of the time each month, 24 hours a day, 7 days a week, except for minimal planned downtime (e.g., for maintenance) and events outside of our reasonable control; and (b) maintain the security and integrity of the Services and County’s Content (defined below) using the capabilities of currently available technologies as described on our website.

2.2 Privacy. In the course of using the Services, County may submit content to ContractSafe (including County’s personal data, documents and the personal data and documents of others) or third parties may submit content to County through the Services (County “Content”). We know that by giving ContractSafe County Content, County is trusting ContractSafe to treat it appropriately. ContractSafe’s [Privacy Policy](#), together with any Service-specific data use policies, privacy statements and privacy notices (collectively, “privacy policies”), detail how we treat County Content and personal data and we agree to adhere to those privacy policies.

2.3 Confidentiality. ContractSafe will treat County Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, County Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of these Terms by ContractSafe); (b) was lawfully known to ContractSafe before receiving it from County; (c) is received by ContractSafe from a third party without knowledge of breach of any obligation owed to County; or (d) was independently developed by ContractSafe without reference to County Content.

2.4 Consent to Contact County. County hereby consent to ContractSafe contacting County by any means, including without limitation by email, text and phone. I understand that consent is not a condition of purchase.



3. Your Content

3.1 County Retains Ownership of County Content. County retains ownership of all of County's intellectual property rights in County Content. ContractSafe does not claim ownership over any of County Content. These Terms do not grant ContractSafe any licenses or rights to County's Content except for the limited rights needed for ContractSafe to provide the Services, and as otherwise described in these Terms.

3.2 Limited License to County's Content. County grants ContractSafe a worldwide, royalty free license to use, reproduce, modify, adapt and create derivative works from County's Content, but only for the limited purposes of providing the Services to County and as otherwise permitted by ContractSafe's privacy policies. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to County. If County provides ContractSafe with feedback about the Services, we may use County's feedback without any obligation to County.

3.3 Right to Identify County as a Customer. No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

4. ContractSafe IP

4.1 ContractSafe IP. Neither these Terms nor County's use of the Services grants County ownership in the Services or the content County accesses through the Services (other than County Content). These Terms do not grant County any right to use ContractSafe's trademarks or other brand elements.

5. User Content

5.1 User Content. County is responsible for County's own Content and County must ensure that County has all the rights and permissions needed to use County Content in connection with the Services. ContractSafe is not responsible for any actions County takes with respect to County Content, including sharing it publicly.

6. Account Management

6.1 Keep County's Password Secure. County is responsible for safeguarding County's ContractSafe passwords and any other credentials used to access County's account. County, and not ContractSafe, is responsible for any activity occurring in County's account by authorized users. If County become aware of any unauthorized access to County's account, County should notify ContractSafe immediately.

6.2 Keep County's Details Accurate. ContractSafe occasionally sends notices to the email address registered with County's account. County must keep County's email address and, where applicable, County's contact details and payment details associated with County's account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.

7. User Requirements

7.1 Legal Status. If County are an individual, County may only use the Service if County have the power to form a contract with ContractSafe. If County are not an individual, County warrant that County are validly formed and existing under the laws of County's jurisdiction of formation and that County have duly authorized County's agent to bind County to these Terms.

8. Acceptable Uses

8.1 Legal Compliance. County must use the Services in compliance with, and only as permitted by, applicable law.

8.2 County's Responsibilities. County is responsible for County's conduct, Content, and communications with others while using the Services. County must comply with the following requirements when using the Services:



- (a) County may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.
- (b) County may not circumvent or attempt to circumvent any limitations that ContractSafe imposes on County's account (such as by opening up a new account to use the Services in a way that we have already deemed a Terms violation).
- (c) Unless authorized by ContractSafe in writing, County may not probe, scan, or test the vulnerability of any ContractSafe system or network.
- (d) Unless permitted by applicable law, County may not deny others access to, or reverse engineer the Services, or attempt to do so.
- (e) County may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- (f) County may not engage in abusive or excessive usage of the Services, including, without limitation, usage that is significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. ContractSafe will endeavor to notify County of any abusive or excessive usage to provide County with an opportunity to reduce such usage to a level acceptable to ContractSafe.
- (g) County may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
- (h) Unless authorized by ContractSafe in writing, County may not resell or lease the Services.
- (i) If County's use of the Services requires County to comply with industry-specific regulations applicable to such use, County will be solely responsible for such compliance. County may not use the Services in a way that would subject ContractSafe to those industry-specific regulations without obtaining ContractSafe's prior written agreement.
- (j) If ContractSafe provides County with any confidential information regarding the Services (including, without limitation, any SOC or other third party certification report or documentation, and any vulnerability or penetration test reports or results) County agrees, to the extent permitted by law, to hold said information strictly confidential, to not disclose it to any third party, and to use it solely for the purpose of evaluating the ContractSafe Services.

9. Term, Termination of Services

9.1 Term. The term of these Terms shall start when first accepted by County and continue in effect for a period of one year, unless terminated sooner, as set forth in these Terms. Sections 2.2-2.4, 3-5, 9, and 11-13 shall survive the expiration or termination of these Terms. County and ContractSafe each reserve the right to terminate these Terms, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. If County terminates a Subscription in the middle of a billing cycle, County will not receive a refund for any period of time County did not use in that billing cycle unless County are terminating the Agreement for our breach and have so notified ContractSafe in writing, or unless a refund is required by law.

9.2 Termination for Breach. Either party may terminate these Terms immediately and without penalty, upon providing written notice thereof to the other party, if the other party materially breaches these Terms and fails to cure such breach within thirty (30) days after receiving written notice reasonably describing the breach from the nonbreaching party (except that the applicable cure period shall be fifteen (15) days with respect to a breach by County of County's payment obligations hereunder). In the event of County's material breach, ContractSafe may, depending on the severity of the breach, immediately suspend County's access to and use of the Services, to the extent and for as long as ContractSafe reasonably determines is necessary to resolve the issue and cure the breach. ContractSafe will notify County of any such suspension within a reasonable period of time, via email or telephone.

9.3 Effects of Termination. Upon any termination of these Terms or any termination or expiration of any Services: (a) all Services and rights and licenses granted to County herein to the Services shall automatically terminate and be revoked; (b) County shall immediately cease use of the Services; (c) each party shall immediately discontinue all use of the other party's confidential information and, if permitted by law, return to the other party (or, at the other party's option, destroy)



all copies of the other party's confidential information then in such Party's possession or control; and (d) County shall promptly pay to ContractSafe all outstanding amounts that accrued or became payable through the effective date of termination or expiration. Any termination of this Agreement shall simultaneously terminate any Services then in effect.

9.4 Return of Customer Content. The Services include functionality for County to download a copy of the Content then stored in County's account. In addition, if requested by County within thirty (30) days after the effective date of termination of these Terms or termination or expiration of any applicable Services, ContractSafe will make available to County, for downloading or physical delivery, a file of County Content (with metadata in comma separated value (.csv) format, and documents or other files in the native format in which they are then stored in the Solutions (e.g., .docx or .pdf)). After such thirty (30) day period, ContractSafe shall have no obligation to maintain or provide County Content and may, unless prohibited by applicable law, delete County Content in its systems or otherwise in its possession or control.

10. Changes and Updates

10.1 Changes to Terms. The parties agree that any alterations, variations, modifications, or waivers of the provisions of these Terms, shall be valid only when reduced to writing and executed by the person(s) authorized to do so on behalf of ContractSafe and County.

10.2 Changes to Services. ContractSafe constantly changes and improves the Services. ContractSafe may add, alter, or remove functionality from a Service at any time without prior notice. ContractSafe may also limit, suspend, or discontinue a Service at its discretion. Nevertheless, ContractSafe will not, except as expressly provided elsewhere in these Terms, (a) materially and significantly reduce or decrease the functionality and features included in County's subscription or (b) cease offering any of such functionality and features without offering a substitute of comparable functionality and features.

11. Disclaimers, Limitations of Liability, Indemnification, and Insurance

11.1 Disclaimers. ContractSafe Services may be unavailable from time to time for various reasons. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND CONTRACTSAFE DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

11.2 Exclusion of Certain Liability. NOTWITHSTANDING ANYTHING IN THESE TERMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS, COSTS OF DELAY, FAILURE OF DELIVERY, BUSINESS INTERRUPTION, DATA LOSS, DAMAGE OR DISCLOSURE, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE), REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL APPLY WITHOUT REGARD TO WHETHER ANY PROVISIONS OF THESE TERMS HAVE BEEN BREACHED, HAVE PROVEN INEFFECTIVE, OR HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

11.3 Limitation of Liability. IN ANY EVENT (BUT WITHOUT LIMITING ANY AMOUNTS RIGHTFULLY OWED BY COUNTY TO CONTRACTSAFE THAT HAVE NOT YET BEEN PAID), THE CUMULATIVE, AGGREGATE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT (EXCLUDING SECTIONS 11.4 AND 11.5 HEREIN), TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO CONTRACTSAFE BY YOU UNDER THE APPLICABLE SUBSCRIPTION RELATED TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE; PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL NOT APPLY TO INTENTIONAL MISCONDUCT BY EITHER PARTY NOR SHALL IT APPLY TO THE COUNTY'S LIABILITY TO CONTRACTSAFE FOR ANY BREACH OF THIS AGREEMENT.

11.4 Infringement Indemnification. ContractSafe shall defend, indemnify, and hold harmless County, its officers, employees, agents and volunteers from and against any claims, actions, and other proceedings ("Claims"), and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that the Services (excluding County's Content and other material provided by County or included at County's direction) infringes a valid U.S. copyright, or U.S. patent issued as of the start date of the applicable Subscription. In the



event of such a Claim, if ContractSafe determines that an affected Service is likely, or if the Service is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright, U.S. patent issued as of the start date of the applicable Subscription, ContractSafe will, in its discretion: (a) replace the affected Service; (b) modify the affected Service to render it non-infringing; or (c) terminate these Terms or the applicable Subscription and refund to County any prepaid fees for the then-remaining or unexpired portion of the Subscription. Notwithstanding the foregoing, ContractSafe shall have no obligation to indemnify, defend, or hold County harmless from any Claim to the extent it is based upon: (i) a modification to any Services by County (or by anyone under County's direction or control or using logins or passwords assigned to County); (ii) a modification made by ContractSafe pursuant to County's required instructions or specifications or in reliance on materials or information provided by County; or (iii) County's use (or use by anyone under County's direction or control or using logins or passwords assigned to County) of the Services other than in accordance with this Agreement. This Section 11.4 sets forth County's sole and exclusive remedy, and our entire liability, for any Claim that the Services or any other materials provided by ContractSafe violate or infringe upon the rights of any third party.

11.5 [Reserved]

11.6 Defense. With regard to any Claim subject to indemnification pursuant to this Section 11: (a) the party seeking indemnification shall promptly notify the indemnifying party upon becoming aware of the Claim; (b) the indemnifying party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified party shall reasonably cooperate with the indemnifying party regarding such Claim. Nevertheless, the indemnified party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying party's prior written consent. The indemnifying party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified party without the prior written consent of the indemnified party.

11.7 Insurance. Without in anyway affecting any indemnity obligations provided herein and in addition thereto, ContractSafe shall secure and maintain insurance as set forth in Attachment A, Insurance Requirements, as attached hereto and incorporated herein.

11.8 Alerts and Reminders. ContractSafe may from time to time provide automatic alerts, voluntary account-related alerts and reminders (collectively "Alerts"). Automatic alerts may be sent to County following certain changes to County's account or information, such as a change in County's Registration Information. County understands and agrees that any Alerts provided to County through the Services may be delayed or prevented by a variety of factors. ContractSafe will make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any Alert. ContractSafe shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an Alert; or for any actions taken or not taken by County or any third party in reliance on an Alert.

11.9 Electronic Transactions. Certain consumer legal protections may impose special requirements on electronic transactions involving consumers. County undertakes to determine if a "consumer" is involved, and to comply with all applicable legal requirements. ContractSafe will not be responsible: (a) to determine if any particular transaction involves a "consumer;" (b) for any consent and disclosure requirements imposed on such transactions; or (c) otherwise to comply with any such special requirements.

11.10 Electronic Signatures. The Services may include access to our online electronic signature feature ("eSignature"). County are solely responsible for the content, quality, format, and enforceability of any document signed with eSignature. Certain types of documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law) or may be subject to governmental regulations regarding electronic signatures and records. ContractSafe will not be responsible to determine if any document is subject to specific governmental regulations or to electronic signature laws exceptions. By using eSignature, County agrees to conduct business transactions with electronic documents and electronic signatures. County is under no obligation to transact business electronically using eSignature. To withdraw consent to conduct electronic transactions, simply stop using eSignature and contact the document sender to discuss other options.

12. Contracting Entity; Binding Arbitration; Class Action Waiver

12.1 Who County is contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and County are contracting with, ContractSafe LLC.

12.2 Contracting Entity. References to "ContractSafe" are references to ContractSafe LLC, located at 23823 Malibu



Road, Suite 50-197 Malibu CA 90265.

12.3 Governing Law. These terms are governed by the laws of the State of California (without regard to its conflict of laws provisions).

12.4 Jurisdiction. Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Los Angeles County, California, and the federal courts located in the Southern District of California with respect to the subject matter of those terms.

13. Other Terms

13.1 Assignment. Neither party may assign, delegate, or otherwise transfer these Terms or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other party (such consent not to be unreasonably withheld); provided, however, that either party may assign these Terms upon prior written notice without the other party's consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the party (but excluding any assignment by County to a competitor of ours). These Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

13.2 Entire Agreement. These Terms constitute the entire agreement between County and ContractSafe, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by County do not apply to the Services, do not override or form a part of these Terms, and are void. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email 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.

13.3 Force Majeure. Except for payment obligations hereunder, and notwithstanding anything in these Terms to the contrary, neither party shall be liable, or deemed to be in default, for any delay or failure in its performance hereunder, to the extent such delay or failure results from causes beyond the party's reasonable control, including acts or omissions of the other party or third parties not under the direction or control of such party, acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, third-party communications or Internet failures or interruptions, mechanical, electronic or other utility interruptions or failures, fire, explosions, floods, or other natural disasters, or any similar cause.

13.4 Independent Contractors. The relationship between County and ContractSafe is that of independent contractors, and not legal partners, employees, or agents of each other.

13.5 Interpretation. The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

13.6 No Waiver. A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

13.7 Severability. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

13.8 Third Party Beneficiaries. There are no third party beneficiaries to these Terms.

Date Last Revised: January 10, 2022



SAN BERNARDINO COUNTY

▶
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Contract Safe LLC
(Print or type name of corporation, company, contractor, etc.)

By [Signature]
(Authorized signature - sign in blue ink)

Name Ken Button
(Print or type name of person signing contract)

Title CEO
(Print or Type)

Dated: 4/21/22

Address 23823 Malibu Road, #50-197
Malibu, CA 90265

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ County Counsel	▶	▶
Date _____	Date _____	Date _____



ATTACHMENT A INSURANCE REQUIREMENTS

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

I. Without in anyway affecting any indemnity obligations provided and in addition thereto, ContractSafe shall secure and maintain throughout the contract 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 ContractSafe and all risks to such persons under this contract. If ContractSafe has no employees, it may certify or warrant to the County 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 County'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 – ContractSafe shall carry General Liability Insurance covering all operations performed by or on behalf of ContractSafe 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. Explosion, collapse and underground hazards.
- v. Personal injury.
- vi. Contractual liability.
- vii. \$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 ContractSafe is transporting one or more non-employee passengers in performance of contract 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 ContractSafe 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

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 County entities and cover breach response cost as well as regulatory fines and penalties.



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 contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County 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 County to vicarious liability but shall allow coverage for the County 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.** ContractSafe shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit ContractSafe and ContractSafe's employees or agents from waiving the right of subrogation prior to a loss or claim. ContractSafe hereby waives all rights of subrogation against the County.

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 County.

5. **Severability of Interests.** ContractSafe 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 ContractSafe and the County or between the County and any other insured or additional insured under the policy.

6. **Proof of Coverage.** ContractSafe shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract 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 ContractSafe shall maintain such insurance from the time ContractSafe commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, ContractSafe shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

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. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by ContractSafe or County payments to ContractSafe will be reduced to pay for County purchased insurance.

10. **Insurance Review.** Insurance requirements are subject to periodic review by the County. 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 County. 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 County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. ContractSafe agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County 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 County.