

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



Contract Number  
**24-672**

SAP Number

## Human Resources Department

Department Contract Representative	Christine Onyango
Telephone Number	909-388-5943
Contractor	Dovetail Software Inc.
Contractor Representative	Kevin Creedon
Telephone Number	978-973-7259
Contract Term	Effective upon execution and continuing until all orders expire or are terminated.
Original Contract Amount	\$220,500
Amendment Amount	N/A
Total Contract Amount	\$220,500
Cost Center	N/A

**Briefly describe the general nature of the contract:** Master Subscription Agreement with Dovetail Software, Inc., including non-standard terms, for a centralized employee relations case management software as a service subscription to manage and track employee relations inquiries, incidents, and investigations; and to maintain compliance and safeguard the County's employees' confidential information, effective upon execution and continuing until all orders expire or are terminated, in the total contract amount of \$220,500, for the contract period of July 23, 2024 through July 22, 2026.

### FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold, Supv. Deputy County Counsel

Date 7/11/2024

Reviewed for Contract Compliance

▶

Date \_\_\_\_\_

Reviewed/Approved by Department

▶

Date \_\_\_\_\_

# MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Agreement**”), dated July 23, 2024 (the “**Effective Date**”), is by and between Dovetail Software, Inc. (“**Dovetail**”) and the San Bernardino County (“**Customer**”). Customer and Dovetail are referred to herein individually as a “**Party**” and collectively as the “**Parties**”. For and in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. **DEFINITIONS.** As used in this Agreement, the terms set forth in this Section 1 will have the meanings provided herein. Other terms used in this Agreement but not defined in this Section 1 shall have the meanings ascribed thereto or are otherwise defined in the context in which they are used and will have the meanings therein indicated.

- 1.1. “**Application**” means the products identified on Exhibit A hereto which Dovetail shall provide to, and which will be accessed by Customer.
- 1.2. “**Confidential Information**” means all nonpublic information any non-public information disclosed by a Party that is disclosed in any manner and in any media to the other Party in connection with or as a result of discussions related to this Agreement, and which at the time of disclosure is marked as being “Confidential” or “Proprietary” and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005). Confidential Information may include all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, plans, strategies, specifications, requirements, standards and documentation, reports, market, marketing or demographic information, software, programs and documentation, source and object code, hardware design, data file content and organization, techniques, methods, procedures, protocols, rules, forms, instructions, trade secrets, research, analyses, inventions, ideas, customer and marketing lists, and other types of nonpublic information.
- 1.3. “**Customer Data**” means any data, entered or uploaded to the Application or otherwise supplied to Dovetail by Customer in connection with this Agreement, including data that alone, or in combination with other information, relates to a person and that could be used, either directly or indirectly, to identify such person, whether such person is a natural person or a legal entity. With the exception of any applicable third-party rights, Customer shall exclusively own all rights, title and interest in Customer Data, including all related copyrights and any other IP Rights. Nothing in this Agreement shall be construed as conveying any rights or interest in the Customer Data to Dovetail.
- 1.4. “**Employee**” means employees, consultants, contingent workers, independent contractors, retirees, or any other individual related to Customer whose active business record(s) are or may be managed by the Application.
- 1.5. “**IP Rights**” means all rights that may exist under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law, unfair competition law or other similar protections, whether or not such rights are registered or perfected.

- 1.6. **"Marks"** means, with respect to a Party, all trademarks, trade names, service marks and domain names, and any visual representations thereof, including logos, designs, symbols, word marks, images, colors and color combinations, trade dress and characters, and any other publicity rights or indicia of ownership owned or used by such Party.
  - 1.7. **"Services"** means the consulting, installation and/or support activities that will be provided by Dovetail pursuant to this Agreement as set forth in any Statement of Work.
  - 1.8. **"Statement of Work"** means (a) Exhibit B to this Agreement, and (b) any subsequent document in substantially the form of Exhibit B to this Agreement which, upon signing by both Parties, will be deemed a part of this Agreement, and which describes the technology and Services to be provided to Customer hereunder.
  - 1.9. **"Termination Assistance Period"** means a period commencing on the effective date of a partial or complete termination of this Agreement and ending on a date designated in advance by Customer and agreed to by Dovetail, such agreement not to be withheld unreasonably, but not exceeding forty-five (45) days in duration.
  - 1.10. **"Termination Assistance Services"** means (a) Dovetail's cooperation with Customer or another service provider designated by Customer in order to assist in the orderly and efficient transfer of the Customer Data, the customer account information, transaction records, transaction histories, and other related information, schemas, protocols (to the extent such are not proprietary to Dovetail), as necessary to Customer or such other service provider, and (b) any new Services reasonably requested by Customer in order to facilitate the transfer of the Customer Data, the customer account information, transaction records, transaction histories, and other related information, schemas, protocols (to the extent such are not proprietary to Dovetail), as necessary to Customer or another service provider designated by Customer.
  - 1.11. **"Virus"** means any undocumented malicious data, code, program, or other internal component (e.g., computer worm, computer time bomb or similar component), which could damage, destroy, alter or disrupt any computer program, firmware or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by the Application in any manner.
2. **TERM.** The term of this Agreement shall commence on the Effective Date and shall remain in effect for two (2) years from the Effective Date unless terminated as provided in Section 12 (the "Initial Term"). For any Renewal Term, the price will increase by the total of the CPI for the prior twelve months plus 4% of the List Price. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term".
3. **APPLICATION LICENSE.** Dovetail hereby grants Customer a non-transferable, non-exclusive, license to access and use the Application worldwide during the Term by any method. The license fee for the rights granted in this Section 3 during the Term shall be as set forth in Exhibit A, and shall apply regardless of access mode.

4. **CUSTOMER RESPONSIBILITIES.**

- 4.1. Customer Data. Unless otherwise agreed, Customer will be responsible for creating and modifying Customer Data, and keeping Customer Data input into the Application current and accurate. Dovetail will have no responsibility for assisting Customer in creating, modifying or inputting the Customer Data, unless otherwise agreed to by the Parties in writing.
- 4.2. Authorized Use. Customer shall use reasonable efforts to prevent unauthorized access to or use of the Application. Customer will promptly notify Dovetail of any unauthorized use of, or access to, the Application of which it becomes aware of. Furthermore, Customer shall not sell, resell, rent or lease the Application. Finally, Customer shall not give access to the Application to any vendors who provide HR case management solutions.
- 4.3. General Use Restrictions. Customer shall not directly or indirectly copy or reproduce all or any part of the Application, whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization, without prior written permission from Dovetail; provided, however, Customer may reproduce and distribute any Application output generated from the Customer Data. Customer shall not engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on the Application.
- 4.4. Specific Use Restrictions. Customer will take reasonable care not to, and shall not intentionally or knowingly, use the Application to post, transmit, distribute, store or destroy any information: (a) in violation of any applicable law, statute, ordinance or regulation; (b) in a manner that will infringe the IP Rights of others; (c) that is defamatory or trade libelous, or (d) that contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- 4.5. Security. Customer shall make reasonable effort not to violate or attempt to violate the security of the Application.
- 4.6. Reverse Engineering. Except as provided or allowed by law, Customer agrees that it shall not alter, modify, reverse engineer, decompile, disassemble, translate, create derivative works, or otherwise attempt to derive source code or other trade secrets from any of the software comprising or in any way making up a part of the Application.

5. **DOVETAIL RESPONSIBILITIES.**

- 5.1. Security. Dovetail shall provide a secure environment for the Customer Data and any hardware and software (including servers, network and data components) to be provided or used by Dovetail as part of its performance under this Agreement.
- 5.2. Application Warranty. For the duration of the Term (the "**Warranty Period**"), the Application, including any modifications thereto that are made by Dovetail or pursuant to Dovetail's instructions, shall not contain any material defects, and shall function in conformity with the documentation and any descriptions, specifications or modifications set forth in Exhibit B. In addition, Dovetail warrants that it uses commercially reasonable efforts to ensure against introduction of any Virus into Customer's system. Dovetail shall promptly correct errors in the

Application identified by Customer during the Warranty Period at no cost to Customer, such corrections to be performed in accordance with Dovetail's support issue codes, attached hereto as Exhibit C ("**Service Level Agreement**").

- 5.3. Service Warranty. Dovetail's sole obligation, and Customer's sole and exclusive remedy for the breach of any warranty related to the provision of Services hereunder, shall be to re-perform the nonconforming Services, as applicable, provided, that in the event Dovetail determines that it would not be commercially reasonable to perform such re-performance, to refund the fees paid by Customer for the defective Services.
- 5.4. Maintenance. Dovetail warrants that all maintenance and other Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner, consistent with the highest professional standards and practices prevailing.
- 5.5. Service Levels. Commencing with Customer's use of the Application and thereafter during the Term, Dovetail will use commercially reasonable efforts to make the Application available 24 hours a day, 7 days a week, except for: i) planned downtimes ("Maintenance Window"), or ii) any unavailability caused by circumstances beyond Dovetail's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, acts of terror or internet service provider failures or delays ("Excused Downtime"). Dovetail will provide service levels as provided for in the Service Level Agreement in Exhibit C.
  - 5.5.1. The current Maintenance Window is between 1700-0459 UTC on Saturday/Sunday. Dovetail reserves the right to change the Maintenance Window but must give Customer at least one-week notice.
  - 5.5.2. Except for the Maintenance Window and Excused Downtime, the Application will be available a minimum of 99.5% on a monthly basis ("Uptime"). If Dovetail fails to achieve the minimum Uptime during any month, Dovetail shall provide Customer a credit of one percent (1%) of that month's fee (1/12 of the annual fee) on the next invoice for every percentage point below 99.5%. Customer shall have the right to terminate the Agreement in the event that the Application's availability falls below 85% in any two months within a calendar year.
- 5.6. Disaster Recovery Plan. Dovetail shall maintain and keep current a disaster recovery plan. Dovetail will test their Disaster Recovery Plan at least twice a year. The Recovery Time Objective (RTO) and the Recovery Point Objective (RPO) are 12 hours and one hour respectively.
- 5.7. Third Party Audit. At least once per year, Dovetail shall conduct an independent third-party SOC2 Type II audit of its information security controls to report on the adequacy of its security measures. Upon Customer's written request, Dovetail shall provide Customer a copy of its third-party SOC2 Type II audit report. Customer shall treat such reports as Dovetail's Confidential Information under the Agreement.

**6. PAYMENT.**

- 6.1. Fees. During the Term, Customer will pay Dovetail the fees (the "Fees") as set forth in Exhibit A or as agreed upon in a Statement of Work (collectively, the "Pricing and Fees"). In the case of any additional Services, the services of Dovetail's personnel will be billed to Customer on a per hour basis in accordance with the rates set forth in Exhibit B. All payments must be in U.S. dollars.
- 6.2. Invoices and Expenses. Dovetail shall invoice Customer for the Fees and for all reasonable and actual out-of-pocket expenses incurred by Dovetail during the relevant period; provided, however, that Customer shall only be liable to pay for Dovetail's travel-related expenses, including meals, lodging and incidental expenses that have been authorized by Customer in advance.
- 6.3. Payment. Customer shall pay Dovetail within thirty (30) days of receipt of a correct invoice (not contingent upon Customer providing a PO) all undisputed charges and promptly notify Dovetail in writing of any disputed amount. Any bank fees by the Customer's bank are the responsibility of Customer. Dovetail shall supply Customer with documentation to support the validity of any disputed charge. If Customer fails to pay any undisputed amounts when due, Dovetail may, at its option, and after giving at least fourteen (14) days prior written notice, discontinue furnishing the Application services unless and until all arrearages are paid in full, all without impairment of any other remedy that may be available to Dovetail.
- 6.4. Taxes.
- 6.4.1. Any charges paid hereunder in exchange for Application services provided by Dovetail are exclusive of any sales taxes and other similar taxes and governmental charges, imposed upon or made payable and arising out of sales under this Agreement, and Customer shall pay all such taxes imposed upon Customer or Dovetail. In the event any such taxes are imposed upon and paid by Dovetail, Customer shall reimburse Dovetail within thirty (30) days of receipt of an invoice from Dovetail together with any records documenting such payment as may be reasonably requested by Customer.
- 6.4.2. Customer shall not be liable for the payment or reimbursement to Dovetail of any franchise taxes or fees, or any taxes measured by or against Dovetail's income or property. Customer shall not withhold taxes or Social Security payments from any sum paid to Dovetail under this Agreement. Dovetail acknowledges and agrees that Dovetail is solely responsible for the payment of its federal, state and local employment taxes.

**7. PROPRIETARY RIGHTS.**

- 7.1. Ownership. Dovetail represents and warrants that it is the sole and exclusive owner, or has the right to use, all of the inventions, software, technology, expertise, know-how, source and object code, materials and IP Rights contained in or a part of the Application. Dovetail's IP Rights shall, in any event, include the Application and any works based on or derived from the foregoing including, but not limited to, any future versions, releases, upgrades, modifications, or enhancements of the Application or the documentation. As between Dovetail and Customer, Dovetail shall retain and reserve title and full ownership rights to the Application provided or licensed under this Agreement, including all modifications, enhancements, and

releases. Any license conveyed under this Agreement is only a limited license, not legal or equitable title to the Application.

- 7.2. Marks and Copyrights. Customer shall not permit any of its employees to remove, alter, deface, obscure or otherwise modify any of Dovetail's Marks that are displayed on the Application, whether such Dovetail Marks are displayed or otherwise rendered by software or on printed media. In addition, Customer shall not adopt or otherwise utilize any Marks containing confusingly similar names, designs or other indicia to Dovetail's Marks nor dilute Dovetail's Marks in any manner. Dovetail shall not use any of Customer's Marks without the prior written permission of Customer, and shall not adopt or otherwise use any Marks containing confusingly similar names, designs or other indicia to Customer's Marks nor dilute Customer's Marks in any manner.

**8. CONFIDENTIAL INFORMATION.**

- 8.1. Treatment and Protection. Each Party agrees to (a) use the Confidential Information solely to perform or to exercise its rights under this Agreement, and (b) not to purposely transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party (other than the receiving Party's directors, officers, employees or agents to the extent such persons are bound by equivalent confidentiality commitments and have a legitimate need to know the Confidential Information in order for the receiving Party to perform its obligations or exercise its rights under this Agreement), except as required by applicable law. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information, but in any case, no less than reasonable measures.
- 8.2. Exclusions. The term "Confidential Information" shall not include information that is: (a) in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise; (b) obtained independently from a third party without an obligation of confidentiality to the disclosing Party and without breach of this Agreement; or (c) independently developed by the receiving Party without reference to the Confidential Information of the disclosing Party.
- 8.3. Disclosures Required by Law. The receiving Party may disclose the Confidential Information of the other in response to a valid court order, law, rule, regulation (including any securities exchange regulation), or other governmental action provided that to the extent legally permissible, (a) the disclosing Party is promptly notified in writing prior to disclosure of the information, and (b) the receiving Party assists the disclosing Party, at the disclosing Party's expense, in any attempt by the other to limit or prevent the disclosure of the Confidential Information. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.
- 8.4. Remedies Upon Breach. Except as otherwise provided hereunder, the remedies provided under this Agreement are not exclusive of the remedies available to the Parties at law or in equity. Without limiting the foregoing, each Party agrees that the other Party shall have no adequate remedy at law if there is a breach or threatened breach of this Section 8 and that breach of the obligations imposed by this Agreement under this Section 8 may cause

irreparable harm or injury to the other Party and, accordingly, that either Party shall be entitled (in addition to any legal or equitable remedies available to such Party) without the requirement of posting bond or other security, to seek and obtain injunctive or other equitable relief to prevent or remedy such breach or threatened breach.

- 8.5. Return or Destruction. Upon the termination or expiration of this Agreement or upon the earlier request of the disclosing Party, the receiving Party shall (a) at its own expense, (i) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof) of the disclosing Party, or (ii) upon written request from the disclosing Party or if return is not practical given the circumstances, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (b) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

**9. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 5.2, 5.3, AND 5.4, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE APPLICATION PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

**10. INDEMNIFICATION.** Dovetail will defend Customer against any claim, demand, suit or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Application as permitted under this Agreement infringes or misappropriates the IP Rights of a third party, and shall indemnify Customer for any damages finally awarded against Customer, and for reasonable attorney fees incurred by Customer. These obligations apply only if Customer immediately notifies Dovetail in writing of the Claim and cooperates with Dovetail in defending or settling the Claim. Dovetail can control the defense and settlement and may procure the right for Customer to use or modify the Application so it is non-infringing. If in Dovetail's judgment, these options are unreasonable, Dovetail may terminate this Agreement. If the Claim results from modifications made by Customer or from Customer's breach of this Agreement, Dovetail has no obligation to defend or indemnify and Customer will defend and indemnify Dovetail against the Claim for Dovetail's costs, attorney's fees, and damages. Customer shall defend Dovetail against any Claim made or brought against Dovetail by a third party alleging that Customer Data or Customer's use of the Application in violation of this Agreement infringes or misappropriates the IP Rights of a third party, or violates applicable law, and shall indemnify Dovetail for any damages finally awarded against Dovetail, and for reasonable attorney fees incurred by Dovetail in connection with any such Claim, provided that Dovetail immediately gives Customer written notice of the Claim and gives Customer sole control of the defense and settlement of the Claim provided that Customer cannot settle any Claim unless the settlement unconditionally releases Dovetail of all liability.

**11. LIMITATION OF LIABILITY.**

- 11.1. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THIS AGREEMENT, EXCEPT FOR: 1) THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 10; 2) CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM THE OTHER PARTY'S ACTIONS, OR 3) CUSTOMER'S PAYMENT OBLIGATIONS PURSUANT TO SECTION 6.2, IN NO**

**EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THREE HUNDRED THOUSAND DOLLARS (US\$300,000).**

- 11.2. **EXCLUSION OF DAMAGE.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

**12. TERMINATION.**

- 12.1. **Termination.** Either Party may terminate this Agreement for cause in the event that the other Party fails to cure a material breach of this Agreement within thirty (30) days after receiving written notice thereof.
- 12.2. **Effect of Termination.** In the event this Agreement is terminated pursuant to this Section 12, (a) the terminating Party may pursue any and all remedies available to it under this Agreement, at law or in equity, as the remedies stated herein are cumulative and in addition to any remedies available at law or equity; (b) Dovetail shall immediately stop the affected work hereunder and cause any of its suppliers or subcontractors to cease such work; (c) Customer's liability shall be limited to the price for all products and Services delivered to and, if applicable, accepted by Customer prior to the effective date of termination; and (d) upon Customer's written request and subject to Dovetail's agreement and the hourly rates agreed to in Exhibit B, Dovetail will reasonably cooperate with Customer to provide the Termination Assistance Services as described herein.
- 12.3. **Survival.** The following Sections shall survive the expiration or termination of this Agreement: Section 8 (Confidential Information), Section 9 (Disclaimer of Warranties), Section 10 (Indemnification), Section 11 (Limitation of Liability), Section 13 (Miscellaneous) and this Section 12.3 (Survival).
- 12.4. **Termination Assistance.** In the event of the expiration or any whole or partial termination of this Agreement or a Statement of Work, upon Customer's written request and Dovetail's agreement, such agreement not to be withheld unreasonably, Dovetail will provide during the Termination Assistance Period the Termination Assistance Services. Customer will pay for the Termination Assistance Services on a time and materials basis, at the hourly rates agreed to in Exhibit B.

**13. MISCELLANEOUS.**

- 13.1. **Export Compliance.** Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Application.
- 13.2. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each Party hereto. Dovetail may not assign, subcontract, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any entity without the prior written consent of Customer, which consent shall

not be unreasonably withheld or delayed, and any such attempted assignment, subcontracting, delegation or conveyance without consent shall be void.

- 13.3. Force Majeure. Unless otherwise specified in this Agreement, and except for Customer's payment obligations for undisputed charges as stated in Section 6.3 hereunder, neither Party will be liable for delays or failure in its performance hereunder to the extent that such delay or failure is caused by an event beyond the reasonable control of that Party, including but not limited to acts of God, war, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-party criminal act, quarantine restriction or act of government (a "**Force Majeure Event**"). In the event a Force Majeure Event continues for more than thirty (30) days within any six (6) month period, the other Party shall have the right, at its option, to immediately terminate this Agreement by giving the Party whose performance is so delayed or fails written notice of such election to terminate. In addition, Customer's payment obligations hereunder shall be suspended for any period that Dovetail's performance hereunder is delayed or fails due to a Force Majeure Event.
- 13.4. Entire Agreement; Amendment. This Agreement and all Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter and supersede any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties with respect to such subject matter. This Agreement may be amended or modified only by a further written agreement signed by all of the Parties hereto.
- 13.5. Notices. All notices, reports, invoices and other communications required or permitted hereunder to be given to or made upon any Party hereto in writing, shall be addressed as provided below and shall be considered as properly given if (a) sent by an express courier delivery service which provides signed acknowledgments of receipt; or (b) deposited in the U.S. certified or registered first class mail, postage prepaid, return receipt requested. All notices shall be effective upon receipt. For the purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that either Party shall have the right to change its address for notice hereunder to any other location by giving not less than five (5) days' prior written notice to the other Party in the manner set forth above.

If to Customer:

If to Dovetail:      Dovetail Software  
13809 Research Blvd  
Suite 500  
Austin, TX 78750 USA

- 13.6. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a

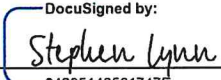
change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

- 13.7. Insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, Dovetail shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Exhibit E, as attached hereto and incorporated herein.
- 13.8. Severability. If any one or more of the provisions of this Agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall be unimpaired and this Agreement shall continue in full force and effect, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.
- 13.9. Waiver. The failure of either Party to insist upon strict performance or to seek remedy for breach of any term or condition of this Agreement, or to exercise any right, remedy or election set forth herein or permitted by law or equity, shall not constitute nor be construed as a waiver or relinquishment in the future of such term, condition, right, remedy or election. Any consent, waiver or approval by either Party of any act or matter shall not be effective unless made in writing and signed by an officer of the consenting, waiving or approving Party.
- 13.10. Counterparts; Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. 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.
- 13.11. Headings. The headings appearing in this Agreement are inserted for convenience only, and shall not be used to define, limit, or enlarge the scope of this Agreement or any of the obligations herein.
- 13.12. Campaign Contribution Disclosure (SB 1439). Dovetail has disclosed to Customer using Exhibit F - 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 other 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 Dovetail's proposal to Customer, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Dovetail acknowledges that under California Government Code section 84308, Dovetail is prohibited


from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Dovetail will provide Customer 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 Dovetail or by a parent, subsidiary or otherwise related business entity of Dovetail.

**THE PARTIES HERETO** have caused the Agreement to be executed by their duly authorized representatives as of the Effective Date.

**DOVETAIL SOFTWARE, INC.**

By:  Stephen Lynn  
Name: Stephen Lynn  
Title: CEO  
Date: 7/15/2024

**SAN BERNARDINO COUNTY**

JUL 23 2024  
Name: Dawn Rowe  
Title: Chair  
Date: 

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

By: 



List of Exhibits:

- Exhibit A – Applications
- Exhibit B – Statement of Work
- Exhibit C – Service Level Agreement
- Exhibit D – Dovetail Software Information Security Program
- Exhibit E – Insurance Requirements
- Exhibit F – Campaign Contribution Disclosure

## EXHIBIT A

### APPLICATIONS

#### **Applications Provided:**

1. Dovetail Employee Engagement Suite
  - 1.1. Employee Relations Only; Employee Portal not Included
  - 1.2. Number of Employees: 20,000 Employees
  - 1.3. Number of Concurrent ER User Licenses: Unlimited
  - 1.4. Standard Support: 24x7x365 as defined in Exhibit C

#### **Pricing for Applications Provided:**

1. Annual Subscription Fee:
  - 1.1. List Price - \$122,500 per year; discount of 20% for the Initial Term - \$98,000 per year.
2. The Annual Subscription Fee is due according to the following schedule:
  - 2.1. Annual Subscription Fee for the Initial Term shall be invoiced upon the Effective Date and payable in accordance with Section 6.3.
  - 2.2. Any Renewal Term should be billed 60 days in advance of the anniversary date and payable in accordance with Section 6.3.
3. At any time during the Initial Term of this Agreement, Customer may expand the Application License for additional Employees in increments of 500 Employees ("Increments"). The additional cost is \$3,000 per year per Increment, prorated for any remaining months in the current year of service. After the Initial Term the price of Increments will increase in line with the increase of the Annual Subscription Fee.

## EXHIBIT B

### STATEMENT OF WORK

#### **Project Approach and Scope of Work**

Dovetail Enterprise Implementations and Dovetail Professional Services projects follow a standard software project management approach adopting a mix of PRINCE2 and APM project management methodologies.

Dovetail Projects follow 7 defined stages, where in scope requirements are analyzed, defined, and implemented.

The Dovetail 7 Project Stages are:

1. Kick Off (**Objective:** Project Kick Off and Project Approach Agreement)
2. Design (**Objective:** Understand the High Level Customer Requirements, Finalize and complete the Detailed Design Documentation))
3. Build (**Objective:** Complete Test tenant configurations)
4. Test (**Objective:** Complete Test tenant testing per acceptance criteria)
5. Train (**Objective:** Design and deliver Customer User and Admin training)
6. Launch (**Objective:** Complete Production tenant configurations, prepare for Go Live, support Customer transition)
7. Support (**Objective:** Post Go Live direct support and transition to Dovetail customer support team)

#### **In Scope for this Statement of Work**

- Case Management
  - Global Setup (Branding, Logo, URL Setup, Tenant Settings)
  - Company Reference Data (Organization, Sites, Employees, Users, Calendars)
  - Technical Setup Support (Single Employee Data feed, SSO, Email Inbound and Outbound)
  - Roles and Permissions (Data Restrictions, Permissions)
  - Case Management (Case Entry, Workflow, Closure, Notifications, Escalations)
  - Service Level Agreements (SLA Setup, Workflows, Calendars, Metrics)
  - Case Management Training (Training for Admins and Users)
  - Reports (Custom report writing for 3 reports)
  - Reports Training (Report Training - basic and advanced)
- Knowledge Management
  - Global Setup (Default tenant settings)
  - Technical Setup (Data feed updates, Portal Filters)
  - Roles and Permissions (Permissions for Knowledge Users)
  - Knowledge Management (Knowledge Entry, Workflow, Notifications)
  - Training (Training for Admins and Users)
  - Reports (Custom report writing for 2 reports)

**Out of Scope for this Statement of Work**

The following list of items that have been mutually agreed between Dovetail Software and Customer as not in scope for this Statement of Work:

1. Creation of data extract for nightly employee data feed
2. Data cleanse or transformation on nightly employee data feed
3. Custom API development
4. Creation of customer extract for data migration
5. Data cleanse or transformation on any customer migration data
6. Legacy data migration of cases and solutions
7. Employee Portal

**Project Costs & Payment Terms:**

The in-scope services are included in the project fee of \$ 0. This is a fixed fee for a Dovetail professional services project. Additional fees may apply if there are changes to the agreed scope of this SOW.

- Implementation Fee shall be invoiced upon the Effective Date and payable in accordance with Section 6.3.
- Rates for Additional Services (where applicable) will be billed at \$225 per hour.
- Travel expenses are not included in any Fees quoted unless specifically stated in this Statement of Work and must be approved in advance by Customer.

## EXHIBIT C

### SERVICE LEVEL AGREEMENT

#### Support Issue Codes

Code	Description	Response Times
Urgent	<p><b>Problem Description:</b> Application is down. The Application is inoperable and not functioning.</p> <p><b>Resolution Description:</b> The issue will be worked until resolution. The Customer must be available at all times or the issue will be downgraded to a High issue.</p>	<p>Receive a response within one (1) hour.</p> <p>Status updates will be given every four (4) hours until resolution.</p>
High	<p><b>Problem Description:</b> Application processing continues in degraded state. An issue or a major component is impacting your ability to conduct normal day-to-day business. It is very difficult to work around.</p> <p><b>Resolution Description:</b> The issue will be worked as a high priority above Medium issues.</p>	<p>Receive a response within two (2) hours.</p> <p>Status updates will be given one (1) time a day.</p>
Medium	<p><b>Problem Description:</b> Application is proceeding, but in an impaired fashion. Workarounds are available.</p> <p><b>Resolution Description:</b> Normal issues will be worked accordingly.</p>	<p>Receive a response within one (1) business day.</p> <p>Status updates will be given every three (3) business days.</p>
Low	<p><b>Problem Description:</b> The issue has little or no impact on the Application. For example, usage questions, clarification of documentation, cosmetic problems, suggestions, and requests for new product features and enhancements.</p> <p><b>Resolution Description:</b> Low priority questions will be addressed as needed.</p>	<p>Receive a response within two (2) business days.</p> <p>Status updates will be given as needed.</p>

## **EXHIBIT D**

### **DOVETAIL SOFTWARE INFORMATION SECURITY PROGRAM**

#### **Overview**

The purpose of this Information Security Program is to provide an overview of the policies, standards and procedures that protect Dovetail Software's customer information as part of their Employee Engagement Suite SaaS application. The intent of the Program is to provide effective security balanced with the need to remain a competitive SaaS product, and a successful company. Dovetail Software exercises independent authority for establishing and executing its information security program.

It is the collective responsibility of all users to ensure:

- Confidentiality of information which Dovetail Software must protect from unauthorized access
- Integrity and availability of information stored on or processed by Dovetail Software information systems
- Compliance with applicable laws, regulations, and Dovetail Software policies governing information security and customer data privacy protection

The organization's policies and activities that make up a security program are the responsibility of senior management, not the sole responsibility of one individual. The Chief Security Officer has overall responsibility of the organization's Information Security Program, yet other policies and programs developed by other individuals within the organization also support the Information Security Program.

#### **Scope**

The program applies to all users, all information assets, facilities, applications, systems and network resources used by Dovetail Software to provide support and services to customers of the Dovetail Employee Engagement Suite SaaS application.

#### **Management Commitment**

Dovetail Software Executives oversee the risks we take as a company. The Chief Security Officer oversees, among other things, our enterprise-wide Information Security Program, which outlines the policies, processes and governance structures used to execute the Dovetail Software's approach to information security and data privacy. As part of this oversight, executives within Dovetail Software are committed to information security and data privacy of our clients' data. Working closely with the Chief Security Officer, they provide the ability to implement, manage and create the effective security controls - both technical and operational - to ensure we exceed our client's expectations with regards to data security and privacy.

## **Senior Management Roles and Responsibilities**

### **Chief Security Officer**

Overall, responsible for the security of all Dovetail operations. Directs all security aspects of Dovetail Software, maintaining ownership and approval of all security programs and policies within the organization. Maintains final approval for any and all access to customer data.

### **VP of Engineering**

Responsible for leading, planning, and implementing all development and engineering activities for Dovetail Software, which includes design, development, operations, testing and production implementations of our technology offerings. Responsible for ensuring all security program and policies are followed by the team, such as secure development and testing practices, security configuration and hardening of the infrastructure, along with oversight of access permissions within the development and operations teams.

### **Director of Customer Operations**

Responsible for all customer facing activities from engagement through support, including customer onboarding, customer configuration, training, customer implementation and go-live transition activities. Responsible for ensuring all security program and policies are followed by the team, such as safe handling of customer data, customer training regarding support engagement to ensure the security of customer data, and oversight of access permissions within the implementation and support teams.

## **Security Organization and Governance**

Information security cannot be treated solely as a technology issue. Based on the company's dependence on information technology and information technology-based controls, information and information technology security risks increasingly contribute to operational and reputational risk. Information security is an intrinsic part of governance and consists of the leadership, organizational structures and processes that safeguard Dovetail Software's information, its operations, its market position, and its reputation.

## **Security Standards and Best Practices**

There are a wide variety of federal government laws, regulations, and guidance along with industry best practices that define the essential elements of an effective security program. An effective program includes many elements found in security documentation published by the National Institute of Standards and Technology (NIST), the Office of Management and Budget (OMB), the National Security Agency (NSA), and the General Accounting Office (GAO), and Cloud Security Alliance (CSA), just to name a few. We will use these frameworks as best practice guides as part of our security policies and overall security program.

### **National Institute of Standards and Technology (NIST)**

The National Institute of Standards and Technology (NIST) has developed a library of guidance and standards (<http://csrc.nist.gov/publications/>) which can be used to help organize an information security program to protect an organization's information technology assets. The NIST Special Publications (SP), 800 series, established in 1990, provides research and guidance in computer security working with industry, government, and academic organizations. These documents provide approved guidance that the organizations within the federal government are now required to follow.

### **International Organization for Standardization**

The ISO 17799 standard is a detailed security standard that lists ISO identified best practices of the information security arena. The international standard is composed of two parts, ISO 17799 - a method of practice and BS-7799-2 - specifications for an information management system. The standard is organized into ten major sections covering different aspects of information security.

- Business Continuity Planning
- System Access Control
- System Development and Maintenance
- Physical and Environmental Security
- Compliance
- Personnel Security
- Security Organization
- Computer & Network Management
- Asset Classification and Control
- Security Policy

Many organizations accept the ISO 17799 as reputable standards to use for constructing an information security program.

### **SANS (SysAdmin, Audit, Network, Security)**

SANS is an established institute recognized for its research, education, and certification of individuals in the information security profession. SANS also provides a medium for these professionals to share their lessons learned. This community is made of individuals working in government, educational and civil organizations from around the world. SANS supports many ongoing programs to promote secure computing environments using best practices that have been identified, discussed, and validated by the information security professionals. Security Consensus Operational Readiness Evaluation (SCORE) is an effort between SANS and the Center for Internet Security (CIS) to promote these best practices (<http://www.sans.org/score/>) and make them available to the security community at large.

### **Cloud Security Alliance**

The Cloud Security Alliance (CSA) is the world's leading organization dedicated to defining and raising awareness of best practices to help ensure a secure cloud computing environment. CSA harnesses the subject matter expertise of industry practitioners, associations, governments, and its corporate and individual members to offer cloud security-specific research, education, certification, events and products. CSA's activities, knowledge and extensive network benefit the entire community impacted by cloud — from providers and customers, to governments, entrepreneurs and the assurance industry — and provide a forum through which diverse parties can work together to create and maintain a trusted cloud ecosystem.

### **Center for Internet Security**

The Center for Internet Security (CIS) is a non-profit organization that provides other organizations methods and tools to improve, measure, monitor, and compare the security status of an organization's Internet-connected systems and appliances. The CIS works with a large member group consisting of vendors and individual users that identify security threats that are of concern to the members in the group. Working with the member community, and as stated by the CIS web page, the CIS makes available Internet security benchmarks that are "based on recognized best practices for deployment, configuration, and operation of network systems." The CIS' benchmarks are developed in an attempt to cover three factors in Internet-based attacks: technology, processes, and human behavior. All benchmarks are made available to the public and be found at <http://www.cisecurity.org/benchmarks.html>.

## **Information Security Policies**

Policies are developed and executed, and expectations are set for protecting Dovetail Software information assets. These policies are high-level statements of principle that provide technology direction to Dovetail Software. In collaboration with the Dovetail management team, the Chief Security Officer (CSO) leads efforts to develop, approve, and launch a suite of information security policies based upon the industry's best practices in information security. These policies, standards and guidelines formally establish the Dovetail's Information Technology Security Program and set forth employee responsibility for information protection. Ongoing policy development is driven by Dovetail Software directives, new legislation and regulations, audit findings, risk assessment and corporate strategic planning and initiatives. A complete list of Dovetail Software Information Security Policies is provided to all Dovetail Software employees.

## **Risk Management**

Dovetail continually assesses risk as part of its ongoing commitment to security. Regular evaluation and audit of existing and proposed security processes are fundamental to a quality information security program. As new risks are identified, proper planning, development and implementation of more effective security controls - both procedural and technical - greatly enhance Dovetail's ability to stay on top of security related issues.

## **Personnel Security**

In addition to defining security roles and responsibilities, personnel security is addressed through pre-employment screenings, clear position descriptions, terms of employment, and security awareness training. Additionally, personnel with access to customer data are senior, very experienced and security-minded individuals.

## **Security Awareness Training**

The focus of security awareness at Dovetail Software is aimed at creating an attitude towards a commitment to good security practices and facilitating a climate that sees security rules as beneficial to the protection of Dovetail and more importantly, it's customers. Users must formally acknowledge their responsibilities through the acceptance of a statement on the terms of use of information technology resources. Training is required on an annual basis. Security awareness information is provided to all employees with access to the Dovetail hosted environment. Communication regarding email scams, phishing attempts and other malicious actions are made available to inform users of possible threats.

## **Physical Security**

Dovetail Software utilizes its cloud provider, Amazon Web Services (AWS), to process and store its customer's data. AWS maintains all physical security controls for their data centers and Dovetail is never permitted onsite at an AWS facility. At no time and under no circumstances is Dovetail customer

data removed from Dovetail's AWS facilities. Keeping this data within the physical boundaries of AWS allows Dovetail to leverage the physical security capabilities of AWS to keep customer data safe.

## **Identity Management**

Dovetail Software maintains a secure technical environment which require unique identifying credentials in order to gain access and authorization. These credentials are managed through a central identity and password management system which employs multi-factor authentication. All identifying credentials provided must be authorized by the Chief Security Officer.

## **Access Control**

Access to information technology resources is controlled on the basis of business need and security requirements, following the principle of least privilege. Passwords are managed through a formal process, a centralized password management system and secure log-on procedures. Duties are separated to protect systems and data. Access rights are audited at regular intervals.

## **Incident Management**

The process for responding to security incidents is identified in the *Security Incident Handling Policy*. Security incidents are managed by the Information Security Team who ensures that security incidents are promptly reported, investigated, documented and resolved in a manner that restores operation quickly and, if required, maintains evidence for further disciplinary, legal, or law enforcement actions. Specific roles and responsibilities have been identified for the Information Security Team, including those for communication with law enforcement or outside agencies (if necessary) and our customers. It is every employee's responsibility to maintain acute security incident awareness and support the needs of the Information Security Team in their efforts of prevention, management and resolution.

## **Contingency Planning**

Contingency planning is conducted to minimize the impact and loss of information assets in the event of a disaster. Business continuity plans are developed to understand risks and to identify and prioritize critical business processes. An overall strategy is developed for crisis management, recovery and restoration. Plans are formalized with agreements as to the required service level commitments, or RTO/RPO metrics. Continuity plans are tested regularly to ensure that they are up to date and effective.

## Policy Enforcement

The Chief Security Officer will ensure that suspected violations and resultant actions receive the proper and immediate attention of the appropriate law enforcement, outside agencies, and/or disciplinary processes. Allegations against employees that are sustained may result in disciplinary action. Such actions will be handled as noted in each specific information security policy. Non-compliance may result in personal, criminal, civil, or other administrative liability.

## Program Management

The Information Security Program for Dovetail Software conducts itself using the following principles to remain an effective program:

**Collaboration:** We seek input, advice, thoughts, ideas from all Dovetail employees regarding security by whatever means possible. This type of proactive, inclusive environment supports the high level of commitment we have to information security.

**Planning:** We identify and prioritize security requirements, based on business objectives, the threat and risk environment, and compliance requirements. We develop a security program aligned with our business needs.

**Governance:** We have established an effective governance process for making decisions and assigning decision rights. Management commitment to this process is evident.

**Execution:** We execute our security program, policies and the controls within, in response to changing business requirements, risk, and threat scenarios.

**Continuous Improvement:** We drive effective changes to this program with a mindset of continuous improvement. Policies, upgrades, technical controls and other initiatives have a common goal of supporting and maintaining an effective security program on behalf of our customers.

## EXHIBIT E

### INSURANCE REQUIREMENTS

Dovetail agrees to provide insurance set forth in accordance with the requirements herein. If Dovetail uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Dovetail 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, Dovetail 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 Dovetail and all risks to such persons under this Agreement. If Dovetail has no employees, it may certify or warrant to the Customer 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 Customer'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 – Dovetail shall carry General Liability Insurance covering all operations performed by or on behalf of Dovetail 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 Dovetail 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 Dovetail 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 Customer 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 Customer 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 Customer to vicarious liability but shall allow coverage for the Customer 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.** Dovetail shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Dovetail and Dovetail’s employees or agents from waiving the right of subrogation prior to a loss or claim. Dovetail hereby waives all rights of subrogation against the Customer.
  - 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 Customer.
  - 5. **Severability of Interests.** Dovetail 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 Dovetail and the Customer or between the Customer and any other insured or additional insured under the policy.

6. **Proof of Coverage.** Dovetail shall furnish Certificates of Insurance to the Customer 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 Dovetail shall maintain such insurance from the time Dovetail commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, Dovetail 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 Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer 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 Customer will be promptly reimbursed by Dovetail or Customer payments to Dovetail will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by the Customer. 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 Customer. 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 Customer, inflation, or any other item reasonably related to the Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Dovetail agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Customer 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 Customer.



## EXHIBIT F

# Campaign Contribution Disclosure (Senate Bill 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: Dovetail Software, Inc.

2. Is the entity listed in Question No. 1 a non-profit 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:  
Stephen Lynn

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):  
Stephen Lynn

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

Company Name	Relationship
NA	NA
NA	NA

6. Name of agent(s) of Contractor:

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

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):
NA	NA	NA
NA	NA	NA

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
NA	NA
NA	NA

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: NA Name of Contributor: NA  
Date(s) of Contribution(s): NA  
Amount(s): NA

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 below, 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 this matter is pending and for 12 months after a final decision is made by the County.

DocuSigned by:  
Stephen Lynn  
94205146561747E...  
Signature  
Stephen Lynn  
Print Name

7/15/2024  
Date  
07/15/2024  
Print Entity Name, if applicable