

“Subscriber” Name: San Bernardino County District Attorney Office	“LN”: LexisNexis, a division of RELX Inc.
Account Number: 10001XWFS	

1. LEXISNEXIS CASEMAP CLOUD™ AGREEMENT

LexisNexis, a division of RELX Inc. (“LN”) grants Subscriber a limited license to the Sanction and/or CaseMap Cloud™ services or any successor to that service (the “**CaseMap Services**”) pursuant to CaseMap Services terms and conditions located at: http://help.lexisnexis.com/Flare/casemaponline/US/en_US/Content/termsandconditions.htm (“**Terms and Conditions**”). This Agreement and the Terms and Conditions, unless otherwise set forth separately, shall be collectively referred to as the Agreement. The following documents are incorporated herein by reference:

- Exhibit A- San Bernardino County Terms & Conditions
- Exhibit B- San Bernardino County Insurance Requirements

2. TERM

The term of this Agreement will begin on the day this Agreement is executed by Subscriber and will continue until the last Committed Term set forth below (the “**Term**”).

3. ELECTED PRODUCTS AND CHARGES

Subscriber elects the following CaseMap Services modules (“**CaseMap Modules**”) by checking all applicable boxes below.

 CASEMAP CLOUD™

C1. During the Term, Subscriber’s monthly commitment (“**Monthly Commitment Amount**”) for access to and use of the CaseMap Cloud shall be the amount set forth in the table below.

CASEMAP CLOUD™	
Product Description	Quantity
Check CaseMap Module Tier <input type="checkbox"/> CaseMap Cloud Entry (10G) 1534844 <input checked="" type="checkbox"/> CaseMap Cloud Main (100G) 1534846	15
Committed Term	Monthly Commitment Amount
September 11, 2024 - September 10, 2025	\$771
September 11, 2025 - September 10, 2026	\$810

 SANCTION

S1. During the Term, Subscriber’s monthly commitment (“**Monthly Price**”) for access to and use of the Sanction shall be the amount set forth in the table below.

SANCTION						
(Select from dropdown)	Committed Term		Quantity	Year 1 Monthly Price	Year 2 Monthly Price	Year 3 Monthly Price
	Start Date	End Date				
<input type="checkbox"/> Renewal <input type="checkbox"/> Upsell <input type="checkbox"/> Conv <input type="checkbox"/> Reinstate <input type="checkbox"/> New Maintenance/Subscription: <input type="checkbox"/> Maint <input type="checkbox"/> Sub						

4. CUSTOMER SUPPORT

Assistance is available for all Subscribers, 9am to 7pm ET M-F by telephone toll-free at: 800-833-3346; by email: casemap.support@lexisnexis.com; or by going to www.casemap.com.

5. CLOSED OFFER

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before August 30, 2024.

6. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, including, but not limited to, the California Public Records Act; this Agreement contains confidential pricing information of LN. Subscriber's disclosure of the terms and conditions contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 6 will survive the termination or expiration of this Agreement.

7. PRICING

Prices are in US dollars and are not retroactive to any purchase made prior to the release of current pricing. Discounts cannot be combined with other discounts or special offers.

8. Governing Law; Applicable Law

Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable law of the Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of U.S. State shall not be construed to apply to any tribal law. All other references to governing law or applicable law are deemed struck.

9. Non- Appropriation of Funds

If funds are not appropriated or allocated for payment for the type(s) of services contemplated under the Agreement for any current or immediately subsequent fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon 30 days' prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, in order to exercise this option, Subscriber shall certify and warrant in writing to LN, under penalty of perjury, that funds for the type(s) of services contemplated have not been appropriated to continue the Agreement for the current or immediately subsequent fiscal year. For a point of clarification, substituting the services provided by LN to another service provider under any circumstances is not grounds to exercise this option.

10. Late Payments

Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Act. Interest on any past-due, unpaid balance(s) will begin to be invoiced by LN to the Subscriber/Customer within ninety (90) days of an invoice being past-due. All other references to interest or late charges are deemed struck.

11. Indemnity; Liquidated Damages

Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement solely to the extent permissible under State Law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the Terms and Conditions. Any provision providing for the payment of liquidated or cover damages is deleted.

12. Limitation of Liability

Section 10.1 of the Terms and Conditions is modified to add the following statement at the start of the clause:

EXCLUDING INDEMNITY OBLIGATIONS, GROSS NEGLIGENCE, WILLFUL ISCONDUCT, AND VIOLATIONS OF LAW BY LN...

13. Assignment

Section 13.3 of the Terms and Conditions is modified to add the following paragraph:

With the exception of internal restructuring or reorganization, LN may not assign or transfer this Agreement, in whole or in part, without prior written consent of the Customer, which consent shall not be unreasonably withheld or delayed.

14. MISCELLANEOUS

14.1 The captions, provision and paragraph headings, and titles used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions of this Agreement.

14.2 The terms of this Agreement cannot be changed orally or via electronic communications. The LN sales representative has no authority to make any changes to this Agreement or commit LN in any manner whatsoever in contradiction to the provisions expressly set forth in this Agreement.

14.3 Subscriber authorizes LN to check the credit history of Subscriber with bank and trade references and business or consumer credit reporting agencies and further authorizes any such credit reporting agency to provide credit information about the Subscriber to LN. Subscriber acknowledges LN has the right to establish credit limits and terms, require deposits, advance payments, or to cancel this Agreement if Subscriber's credit history proves to be unsatisfactory in the sole, commercially reasonable discretion of LN.

14.4 The parties state that they have each carefully read this Agreement, had the opportunity to consult with independent legal counsel if desired, that they know and understand its contents and its legal, binding effect, and that they sign or execute this legal document voluntarily, as his, her, or its own free act.

14.5 This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. The individual signing this Agreement on behalf of Subscriber represents and warrants that he or she is authorized to sign as an owner, officer, partner, employee, or agent of Subscriber and that he or she is empowered to bind Subscriber to the terms and condition contained herein. LN will accept this Agreement by providing Subscriber with access to the CaseMap Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	San Bernardino County District Attorney Office
[ALL FIELDS BELOW MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

SUBSCRIBER INFORMATION (Please type or print)	
Organization Name: (Full Legal Name)	San Bernardino County District Attorney Office
Physical Address	
Street Address:	303 W 3RD ST FL 6TH
City:	San Bernardino
State:	CA
Zip:	92415
County:	San Bernardino
Telephone:	1(909)382-3669
Fax:	
Parent Company: (if applicable)	

CONTACTS			
	Name	Telephone	Email
Installation:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
Billing:	Accounts Payable	1(909)382-3677	accountspayable@sbcda.org
Policy/Legal Notification:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
Scheduling/Training:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
Super Admin:	Michael Fermin	1(909)382-3669	mfermin@sbcda.org
IP Address			

CASEMAP CLOUD		
USER NAME(S), EMAIL ADDRESS(ES) AND ADMINISTRATOR(S)		
User Name	User Email Address	Administrator
		Select
		Select
COMMENTS:		

SANCTION		
USER NAME(S), EMAIL ADDRESS(ES) AND ADMINISTRATOR(S)		
User Name	User Email Address	Administrator
		Select
		Select
COMMENTS:		

Exhibit A- San Bernardino County Terms & Conditions

Late Penalties or Interest – Reserved.

Electronic Signature - The parties shall be entitled to sign and transmit a certified 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. For a point of clarification, simple text in script font does not constitute an electronic signature.

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, LN shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Exhibit B, as attached hereto and incorporated herein.

Indemnification - LN will indemnify, defend, and hold harmless Customer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify LN promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve LN of its obligations only if and to the extent that such delay or failure materially prejudices LN's ability to defend such lawsuit or claim. Customer will give LN sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that LN may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the goods or services that are the subject of the claim. In the event that LN fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by LN, then LN shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to LN. This shall not apply to any judgment or settlement amount, which amounts Customer shall be entitled to notify, invoice or debit LN's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

If, in LN's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, LN may, at its option: (i) procure for Customer the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of LN, Customer shall cease use of the goods or services upon written notice from LN, and LN shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to LN for such goods or services.

Exhibit B- San Bernardino County Insurance Requirements (SBC Insurance Apr. 2022)

CONTRACT PROVISION: Without in anyway affecting the indemnity herein provided and in addition thereto, LN shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment A, as attached hereto and incorporated herein.

INSURANCE REQUIREMENTS

LN agrees to provide insurance set forth in accordance with the requirements herein. If LN uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LN 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, the LN 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 employees and volunteers of LN and all risks to such persons under this Agreement. If LN 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 – LN shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor 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 LN 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 LN 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 claim 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.

LN may satisfy the above requirements with a combination of primary and/or excess policies with total limits not less than those listed above.

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.** LN 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 LN and LN’s employees or agents from waiving the right of subrogation prior to a loss or claim. The LN 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.** LN 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 the LN and the Customer or between the Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** LN shall furnish Certificates of Insurance to the County 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. LN agrees that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and LN shall maintain such insurance from the time LN commences performance of services hereunder until the completion of such services.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the 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 the LN or Customer payments to the LN will be reduced to pay for Customer purchased insurance.