

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



Contract Number
24-575 A-1

SAP Number

County Counsel

Department Contract Representative Eva Magana
Telephone Number 387-5456

Contractor Cerifi, LLC
Contractor Representative Yolanda Alcocer
Telephone Number 404-282-3209
Contract Term Mar. 1, 2024 through Feb. 1, 2025, automatically renewing annually or until termination by either party

Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center 1710001000
Grant Number (if applicable) N/A

Briefly describe the general nature of the contract: Agreement with Cerfi, LLC for a subscription to legal education software for the contract period beginning March 1, 2024 through February 1, 2025, automatically renewing on an annual basis or until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 12/30/2025

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

[Signature]

Date 12/30/25

Terms & Conditions

CERIFI TERMS OF USE FOR LEGALEDGE

The CeriFi Web Site is provided by CeriFi, LLC (“CeriFi”), a Leeds Equity Partners portfolio company, headquartered in Alpharetta, Georgia. CeriFi has updated terms that apply to the use of our Website. For the purposes of these Terms of Use, the terms “Website” or “Websites” shall refer to www.cerifi.com and/or to www.cerifilegaledge.com.

We provide the Website to you subject to these Terms of Use (“Terms”), which may be updated by us from time to time pursuant to Section 1. By accessing and using the Website, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you should not access or use the Website.

In addition, when accessing the Website, you shall be subject to any posted guidelines or rules applicable to the Website, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

These Terms do not apply to your access to and use of the products and services which we market for subscription on our Website (our “Services”) which are governed by the applicable agreement between you and CeriFi relating to your access to and use of such Services (“Service Order Form”). Should there be any conflict between these Terms and the Service Order Form, the Service Order Form shall prevail.

Changes to Terms

These Terms, or any part thereof, may be modified by CeriFi, including the addition or removal of terms at any time, and such modifications, additions, or deletions will be effective immediately upon posting. Your use of the Website after such posting shall be deemed to constitute acceptance by you of such modifications, additions, or deletions.

Changes to Website

We may change or discontinue any aspect, service, or features of the Website at any time, including but not limited to content, availability, and equipment needed for access or use.

Electronic Communications

When you visit the Website or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Mobile Terms and Conditions

Effective Date:4/1/2025

Message and data rates may apply.

By opting in to this service, you consent to receive mobile text alerts using an automatic telephone dialing system. Consent to receive marketing text messages is not required as a condition of purchasing any goods or services.

By signing up, you are confirming you are over the age of 13.

STOP Information

Text **STOP** to 96378 to stop receiving messages from CeriFi LegalEdge (you will receive a confirmation text).

HELP Information

For additional information, text **HELP** to 96378 or contact (844) 772-8116.

Supported carriers are:

AT&T, Sprint, T-Mobile®, Verizon Wireless, Boost, Cricket, MetroPCS, U.S. Cellular, Virgin Mobile, Google Voice, ACS Wireless, Advantage Cellular (DTC Wireless), Appalachian Wireless, Atlantic Tele-Network International (ATN), Bandwidth, Bluegrass Cellular, Buffalo Wireless, CableVision, Carolina West Wireless, Cellcom, Copper Valley, C-Spire Wireless (formerly Cellsouth), Cellular One of East Central Illinois, Chariton Valley Cellular, Cross (dba Sprocket), Duet IP, Element Mobile, EpicTouch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), i Wireless (IOWA Wireless), Illinois Valley Cellular, Immix (Keystone Wireless / PC Management), Inland Cellular, Mobi PCS (Coral Wireless LLC), Mosaic, MTA Communications, MTPCS / Cellular One (Cellone Nation), Nex-Tech Wireless, Panhandle Telecommunications, Peoples Wireless, Pine Belt Wireless, Pine Cellular, Pioneer, Plateau, Revol Wireless, RINA, SI Wireless/Mobile Nation, SouthernLinc, SRT Wireless, Thumb Cellular, Union Wireless, United, Viaero Wireless, West Central Wireless, Leaco, Nemont/Sagebrush. T-Mobile is not liable for delayed or undelivered messages.

User Accounts and Security

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete, and accurate information. You must provide truthful information; do not attempt to impersonate anyone else when you create your account. As part of the registration process, you also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account.

Furthermore, you are entirely responsible for all activities that occur under your account.

You agree to notify CeriFi immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur because of someone

else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by CeriFi or another party due to someone else using your account or password. You may not use anyone else's account at any time.

User Content Guidelines

The following terms apply to your conduct when accessing or using the Website: (a) you agree not to interfere with or disrupt the Website or the servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website; (b) you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Website, use of the Website, or access to the Website; (c) you agree not to engage in any activity that would constitute a criminal offense or give rise to a civil liability; (d) you agree not to impersonate any person or entity, including, but not limited to, CeriFi employee, affiliate, agent, or contractor, or falsely state or otherwise misrepresent your affiliation with any person or entity; and (e) you agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about users of the Website or posting private information about a third party.

Privacy Policy

Any personal information or other information about you collected by CeriFi through, or in connection with, the Website is subject to our **Privacy Policy**, which is incorporated here by this reference. The Website is designed for adults of legal age (18 years and over). For questions about our online privacy policy please refer to the Policy that is located at <http://www.cerifi.com/privacy-policy>.

Intellectual Property Rights

All text, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software, and computer code (collectively, "Content"), including but not limited to the "look and feel", layout, design, structure, color scheme, selection, combination, and arrangement of the Content present on the Website is owned by or licensed to us. Such Content is protected by United States and international copyright laws. CeriFi and its licensors retain all proprietary rights to the Content. The Content may not be reproduced, transmitted, or distributed without the prior written consent of CeriFi.

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(B) THE WEBSITE IS PROVIDED ON AN “AS IS” and “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

(C) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL CERIFI, OR ITS FUTURE PARENT OR AFFILIATED COMPANIES, BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THIS WEBSITE.

Indemnification

You agree to defend, indemnify, and hold harmless CeriFi, its affiliates, and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys’ fees, arising out of the use of the Website by you. CeriFi reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide CeriFi with such cooperation as is reasonably requested by CeriFi.

Governing Law

These Terms are governed by and construed in accordance with the laws of Georgia, without giving effect to its principles of conflicts of law. Any and all disputes, claims, and controversies arising out of or in connection with your access to, and/or use of the Websites, and/or the provision of content, services, and/or technology on or through the Websites shall be brought by either Party in a court of competent jurisdiction located in Fulton County, Georgia, and each Party hereby waives any defenses it may have before

such courts based on a lack of personal jurisdiction or inconvenient forum. Each Party hereby expressly and irrevocably waives the right to a jury trial.



San Bernardino County
DELEGATED AUTHORITY – DOCUMENT REVIEW FORM
Department Signature

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors' action to execute agreements, amendments to agreements or grant applications/awards, on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel review (and Clerk of the Board as needed) prior to signature by designee. *For detailed instructions on delegated authority, reference Section 7.2 of the [Board Agenda Item Guidelines](#).*

Department/Agency/Entity: County Counsel Due Back to Department By (Date): 1/9/26

Contact Name: Eva Magana Telephone: (909) 387-5456

Agreement No.: 24-575 Amendment No.: 1 Date of Board Item: 6/25/24 Board Item No.: 59

Name of Contract Entity/Project Name: Cerifi, LLC

Include information from the Board Agenda Item that delegates authority, a justification for approval by the specified authority and how it connects to the original recommendation. Also include a brief background on the request, including details as to what program is being served, documents that require signature, and any other pertinent information, such as dollar amounts, date changes and details that summarize the action requested. If additional space is needed, please attach a separate page.

Item 59 on the June 25, 2024 Consent Calendar, as approved by the Board of Supervisors, authorized County Counsel to electronically accept the Agreement with Cerifi, LLC and any updates to the Agreement provided that such updated terms do not substantively modify the terms of the original agreement, subject to review by County Counsel.

Cerifi provides solutions and services to thousands of legal professionals, maintaining an expansive library of on-demand educational content and knowledge that spans the legal world and manages compliance with legal education requirements. County Counsel uses Cerifi LegalEdge online services as a cost-effective way for staff to obtain continuing legal education credits required to maintain their licenses to practice law.

This Amendment adds non-substantive terms relating to the use of the program on mobile phones.

Upon execution of the modified terms, County Counsel will transmit copies of the amendment to the Clerk of the Board within 30 days of execution.

Select the document proposed for signature, which must be submitted with this request:

- Standard County Contract Signed Coversheet and Non-Standard County Contract
 Grant Application Other:

Attach the Board Agenda Item that delegated the authority, copies of the initial document (agreement, grant award, etc.) and all subsequent amendments. **Note:** If there are numerous amendments, please contact the assigned County Counsel to determine if all amendments need to be attached.

Department Routed to County Counsel	County Counsel Name: Bonnie Uphold	Date Sent: 12/29/25
Reviewing County Counsel Use Only	Review Date <u>12/30/2025</u> <u>Bonnie Uphold</u> Signature	Determination: <input checked="" type="checkbox"/> Within Scope of Delegated Authority <input type="checkbox"/> Outside Scope of Delegated Authority; return to Department for preparation of agenda item

If the Board Agenda Item requires the document be returned to the Clerk of the Board, County Counsel will route the approved form and submission documents to [COB-Delegated Authority](#) with a cc to the department contact. Clerk of the Board will verify it meets the submission requirements and notify the department to transmit the executed hard copies within 30 days of execution. If the Board Agenda item does not require the document be returned to the Clerk of the Board, County Counsel will route the signed form back to the department.

Note: This process should NOT be used to execute documents under a master agreement or template, construction contract change orders, or approval of documents under County Policies 11-15 and 11-16. Contact your assigned County Counsel for instructions related to review of these documents.