

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



Contract Number

25-1067

SAP Number

Public Health

Department Contract Representative	Karla Rosales
Telephone Number	909 531-1795
Contractor	Hedgerow Software US, Inc.
Contractor Representative	
Telephone Number	844 479-4759
Contract Term	January 5, 2026 through January 4, 2031
Original Contract Amount	NTE \$1,627,900
Amendment Amount	
Total Contract Amount	NTE \$1,627,900
Cost Center	9300511000
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract:

License and Support Agreement for Hedgehog Platform Licensed Programs by Hedgerow Software US, Inc. for platform licenses, technical support, and platform maintenance, in the amount not to exceed \$1,627,900, for the period of January 5, 2026 through January 4, 2031.

FOR COUNTY USE ONLY

Approved as to Legal Form

A handwritten signature in black ink.

Adam Ebright, Deputy County Counsel

Date 12/05/2025

Reviewed for Contract Compliance

A handwritten signature in blue ink.

Date

Reviewed/Approved by Department

A handwritten signature in blue ink.

Joshua Dugas, Public Health Director

Date 12/05/2025



License and Support Agreement

San Bernardino County
Department of Public Health – Divisions of
Environmental Health Services (EHS)

Project Code:	LSA-SBEREH-2025-01
Date Presented:	September 22, 2025
Date Revised:	November 11, 2025
Revision:	4.0

Microsoft Partner

Silver Application Development

Table of Contents

1.	Definitions.....	3
2.	License.....	4
3.	Ownership of Licensed Materials.....	4
4.	Ownership of Agency Data.....	4
5.	Prices, Adjustments, Taxes, and Non-Payment	5
6.	Included Services.....	5
7.	Incident Reporting & Response.....	6
8.	Billable Services.....	7
9.	Warranty and Limitation of Hedgerow's Liability	7
10.	Indemnification.....	8
11.	Force Majeure.....	8
12.	Agency Responsibilities.....	9
13.	Version Upgrades.....	9
14.	Termination.....	10
15.	Actions Upon Termination	10
16.	Confidentiality.....	10
17.	General Provisions.....	11
18.	Dispute Resolution.....	12
19.	Notice	13
20.	Acceptance	14
Appendix A.	Modifications to Standard Terms and Conditions	15
Appendix B.	Dates and Term	22
Appendix C.	Licensed Programs and Payment Terms.....	23
Appendix D.	Cloud Hosting Service Level Agreement (SLA)	24
Appendix E.	Information Technology Security.....	27

LICENSE AND SUPPORT AGREEMENT

THIS LICENSE AND SUPPORT AGREEMENT ("Agreement") made as of the latest signature date in *Section 20. Acceptance*.

BETWEEN:

Hedgerow Software US, Inc. ("Hedgerow"), a Delaware corporation.

and

San County ("Agency")

WHEREAS Hedgerow is the developer and owner of a certain set of commercial-off-the-shelf (COTS) software products described in this Agreement as Licensed Programs;

AND WHEREAS Agency has determined Licensed Programs are the best solution for Agency's purposes;

AND WHEREAS Agency desires to obtain from Hedgerow a non-exclusive and non-transferable license to use Licensed Programs;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

This Agreement contains the following Appendices:

- Appendix A Modifications to Standard Terms and Conditions
- Appendix B Dates and Term
- Appendix C Licensed Programs and Payment Terms
- Appendix D Cloud Hosting Service Level Agreement
- Appendix E Information Technology Security

In the event of a conflict between the main body of the Agreement and an Appendix to the Agreement, the terms of the Appendix shall prevail.

1. Definitions

Term	Definition
Agency Data	Includes all data stored and accessed by Licensed Programs, including documents, notes, images, logos, and any other information, created by Agency staff using the Licensed Programs.
Billable Services	Includes those services provided by Hedgerow as described in <i>Section 8. Billable Services</i> for which a fee is charged.
Effective Date	The date defined in <i>Appendix B. Dates and Term</i> .
FTE	Full-time equivalent inspectors and supervisors.
Go-Live	The point in time when Agency Data is being used for production purposes and Agency is operational for ten (10) consecutive business days.
Initial Recurring License Fees Date	The date defined in <i>Appendix B. Dates and Term</i> .
Initial Term	The date defined in <i>Appendix B. Dates and Term</i> .
Licensed Materials	The computer programs, in object form, and all related documentation and materials provided to Agency under the terms of this Agreement. Licensed Materials shall not include Source Code.
Licensed Programs	The object code version of the software, as well as all updates, enhancements, and releases. Licensed Programs are a sub-set of the Licensed Materials. Licensed Programs in this Agreement refer to the software collectively known as the Hedgehog Application Suite.
Proprietary Technology	The software, inventions, concepts, templates, development tools, methodologies, processes, techniques or other proprietary material or information.
Services	Collectively, any services related to the support and use of the Licensed Materials covered by this Agreement.
Source Code	The full source language statement of the programs owned by Hedgerow used to prepare the Licensed Programs, including any updates, enhancements, revisions, and modifications thereto that are provided to Agency under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.
Version	An issue of Licensed Programs, which has been made available to the Agency.
Work Order	The document required to authorize Billable Services.

2. License

- 2.1. Hedgerow hereby grants to Agency, and Agency hereby accepts from Hedgerow, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable license ("License") to use the Licensed Materials solely for Agency's own purposes.
- 2.2. Agency may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement, or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Hedgerow.

3. Ownership of Licensed Materials

- 3.1. Hedgerow is the lawful owner of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, Agency pursuant to this Agreement are, and remain, the property of Hedgerow. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. Agency shall use its commercially reasonable best efforts to prevent any violations of Hedgerow's property rights in the Licensed Materials; and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, or otherwise transfer the Licensed Materials or use of the Licensed Materials for the processing of data for others for consideration.
- 3.2. The Licensed Materials and the Source Code are protected by the Copyright Laws of the USA.
- 3.3. All logos, trademarks and trade names of Hedgerow are proprietary to Hedgerow and may only be used as authorized in writing by Hedgerow.
- 3.4. Agency shall notify Hedgerow immediately of the unauthorized possession, use or knowledge of any item supplied to Agency pursuant to this Agreement.
- 3.5. In the event Agency breaches or attempts to breach any of the provisions of this *Section 3. Ownership of Licensed Materials*, Hedgerow shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate.
- 3.6. Each party will retain all its rights in any Proprietary Technology that it owned or developed prior to the Effective Date of this Agreement; and in the case of Hedgerow, acquires or develops thereafter other than in connection with this Agreement or the performance of Services under this Agreement. Any enhancements, improvements or changes developed or made to Proprietary Technology of either party in performing the Services shall be owned by the owner of the Proprietary Technology to which those enhancements, improvements or changes were developed or made.

4. Ownership of Agency Data

- 4.1. Agency owns all Agency Data.
- 4.2. If Agency is using Licensed Programs in a cloud-hosted environment, Agency shall notify Hedgerow, and Hedgerow shall comply as a Billable Service, if Agency wants a copy of such Agency Data. Agency Data will be provided to Agency in an MS SQL or MS SQL backup file format.
- 4.3. Hedgerow shall not, with respect to any Agency Data, programs, documents, information and other material that are the property of the Agency: (a) copy or duplicate them except to the extent that it is necessary for the performance of the Services or for back-up purposes; or (b) use them except as required for the performance of the Services; or (c) provide or make them accessible to its

contractors, officers, employees or agents except as required for the performance of the Services; or (d) subject to exceptions contained in clauses (a), (b), and (c), provide or make them accessible to anyone without the prior written consent of Agency.

5. Prices, Adjustments, Taxes, and Non-Payment

- 5.1. Prices and payment terms for recurring license and support fees are contained in *Appendix C. Licensed Programs and Payment Terms*. Agency shall make payments based on invoices from Hedgerow.
- 5.2. Agency is responsible for knowing all Federal, State and Local tax rules, paying all applicable taxes on Hedgerow fees, or providing Hedgerow with written notification that Agency is not subject to taxes.
- 5.3. For each month a payment is 30 days past due, Hedgerow will assess, and Agency shall pay, a late fee of two percent (2%), or the highest amount allowed by law.
- 5.4. Agency shall make a Hedgerow invoice dispute known within thirty (30) days of receipt of the disputed invoice and pay the undisputed amounts. If a dispute cannot be resolved by negotiations, it shall be submitted to Dispute Resolution as described in *Section 18. Dispute Resolution*.
- 5.5. Hedgerow reserves the right to withhold services for non-payment of fees.

6. Included Services

The following services are included in the Agency's annual license and support fees:

- 6.1. Telephone Support: Hedgerow provides support via a toll-free number for Agency's usability questions and/or problem resolution. Telephone support is provided during Hedgerow's regular business hours (6:30 A.M. to 4:30 P.M. Mountain Standard Time, Monday through Friday, with Federal and State holidays excluded.) Issues can be reported and tracked through the Hedgerow Client Support Portal (Portal) twenty-four (24) hours a day via Portal, e-mail, or telephone. A Hedgerow representative will contact Agency during standard business hours the next day, should a request come in during non-business hours.
- 6.2. Web-Based Support: Clients have twenty-four (24) hour access to Portal to log and track issues via an online helpdesk.
- 6.3. Licensed Programs Maintenance: Hedgerow will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the Hedgerow Licensed Materials. Hedgerow will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed Programs. Hedgerow will correct any error or malfunction in the Licensed Programs that prevents it from operating in conformance with the Licensed Materials, or Hedgerow will, within a period of time acceptable to Agency, acting reasonably, provide a commercially reasonable alternative that will have the same functionality as the Licensed Materials and will conform to the specifications of the Licensed Materials.
- 6.4. If Agency's system is inoperable due to a reproducible error or malfunction, and Agency is in compliance with the conditions listed in *Section 9.2.*, Hedgerow will provide continuous effort to correct the error or malfunction.

7. Incident Reporting & Response

The following table provides a general guideline to the categories of support requests:

Category	Problem Description	Best Method of Contact
Category 1	System Crisis: Any or all functions of the system are not operating. Problem affects more than 1 staff member. Financial impact on the client or client harm is possible if the problem is not solved within 10 hours or less.	Phone (or Support Portal)
Category 2	System Problem: A report or function is not performing as expected. Operation is highly impacted and affects the way business operates. Staff can continue to work. Problem involves more than 1 staff member.	Phone (or Support Portal)
Category 3	System Concern: A report or function is not providing expected results. Operation not critical or can be tolerated. Problem limited to 1 or no critical staff.	Support Portal
Category 4	System Request: New feature request.	Support Portal

The following provides a guideline to the response times an Agency can expect:

Category	Target Response Time	Type of Response
Category 1	15 Minutes	Ticket logged in Customer Support Portal. Client Services call back. Preliminary analysis of the problem.
	30 Minutes	Second level support reviews the problem. Management team notified.
	1 hour	Systems Development reviews the problem. Ticket logged in Development Portal.
	10 hours	Development and release.
Category 2	1 hour	Client Services call back. Preliminary analysis of the problem.
	4 hours	Second level support added if necessary. Management team notified.
	8 hours	Systems Development reviews the problem.
	16 hours	Client Services responds with a target Release date.
Category 3	1 hour	Confirmation of receipt.
	4 hours	Client Services call back. Preliminary analysis of problem.
	12 hours	Client Services recommends a solution/work around and/or create a development ticket for a future release.
Category 4	2 hours	Confirmation of receipt. Ticket logged in Customer Support Portal.

8. Billable Services

The following services are not included in Agency's annual license and support fees; and will be provided on a fee basis after completion and approval of a Work Order.

- 8.1. Included Services, as stated in *Section 6. Included Services*, initiated outside of Hedgerow's normal service hours, unless under the continuous effort clause in *Section 6.4*.
- 8.2. Professional services requested by Agency for assistance with migration to a new Version.
- 8.3. General professional services, including, but not limited to, business analysis, data conversion and data migration, custom programming, custom report development.
- 8.4. Data correction or restoration, unless caused by Hedgerow's negligence while working on Agency's system.
- 8.5. Disclosure Site branding, maintenance of static information and testing of new program areas after Agency has gone live with Hedgehog Disclosure Site.
- 8.6. Providing copies of Hedgerow-hosted Agency Data to Agency.
- 8.7. Report Writer training and support. Support calls specifically related to Hedgehog's integrated DevExpress® report writing tool that exceed thirty (30) minutes will be billable at Hedgerow's standard professional services rate.
- 8.8. Additional training to Agency staff.
- 8.9. Error or defect fixes determined, after investigation by Hedgerow, to have occurred as a result of Agency not being in compliance with one or more of the reasons listed in *Section 9.2*. Agency shall reimburse Hedgerow, at Hedgerow's then prevailing professional services rates, for all costs incurred in investigating such error or defect.
- 8.10. Work Order costs are based upon time and effort.

9. Warranty and Limitation of Hedgerow's Liability

- 9.1. Hedgerow warrants that the Licensed Materials to be delivered hereunder have been tested for viruses using a commercially available virus scanning utility which is generally used in the industry and are to the best of its abilities free of any time bombs, back doors, worms, Trojan horses and any other similar device or mechanism designed to disable or adversely affect the functionality of the Licensed Programs.
- 9.2. Hedgerow represents and warrants that the Licensed Programs will perform substantially in accordance with its Licensed Materials, at no additional cost to Agency, provided that: (a) the Licensed Programs have not been modified by anyone other than Hedgerow, or as authorized by Hedgerow in writing; (b) Agency is operating a supported version of the Licensed Programs; (c) the error or defect is not caused by Agency or its agents, employees or contractors; (d) Agency promptly notifies Hedgerow of the error or defect after it is discovered; (e) all fees then due to Hedgerow have been paid; and (f) Agency is not otherwise in breach of its material obligations under this LSA. In such event, Hedgerow shall use its best efforts to cause the Licensed Programs to perform substantially in accordance with its Licensed Materials within a period of time acceptable to Agency, acting reasonably.
- 9.3. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY HEDGEROW TO AGENCY IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE. AGENCY'S SOLE AND EXCLUSIVE REMEDIES AND HEDGEROW'S ONLY OBLIGATIONS UNDER THE WARRANTY SET FORTH IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH HEDGEROW'S LICENSED MATERIALS OR CORRECT THE LICENSED MATERIALS.

- 9.4. HEDGEROW DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET AGENCY'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH AGENCY SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY HEDGEROW.
- 9.5. HEDGEROW SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO AGENCY IN AN AMOUNT EXCEEDING TWO (2) TIMES THE TOTAL AMOUNT PAID BY AGENCY TO HEDGEROW IN THE TWELVE (12) MONTHS PRIOR TO A CLAIM, WHETHER ARISING AS A RESULT OF: (A) ANY BREACH OF THIS AGREEMENT BY HEDGEROW; (B) ANY ACT OR FAILURE TO ACT OF HEDGEROW; OR (C) ANY CLAIM MADE AGAINST AGENCY BY ANY OTHER PARTY, EVEN IF HEDGEROW HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. AGENCY AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST HEDGEROW BASED ON ANY THEORY OF STRICT LIABILITY.

10. Indemnification

- 10.1. Hedgerow represents and warrants that it is the owner of the Licensed Materials and that it has the right to grant the License granted hereunder. Hedgerow agrees to defend Agency against, and indemnify and save harmless Agency from and against all actions, claims, demands, proceedings, damages, costs, charges and expenses arising from or incurred by reason of any or alleged infringement of any copyright, patent, trademark, trade secret or other industrial or intellectual property right, and to pay the amount of any adverse final judgment (or settlement to which Hedgerow consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that the Agency's use of the Licensed Materials infringe any copyright or patent; provided Hedgerow is notified promptly in writing of the Indemnified Claims and has sole control over its defense or settlement, and Agency provides reasonable assistance in defense of same. In the event that a deliverable, or any part thereof, is held to constitute an infringement and the use thereof is enjoined, Hedgerow shall, at its expense, either: (a) procure for Agency the right to continue using the deliverable or infringing parts; or (b) replace the deliverable or infringing parts with a non-infringing product or parts; or (c) modify the deliverable or infringing parts to Agency's satisfaction so they become non-infringing.

11. Force Majeure

- 11.1. Neither party shall be liable for any failure or delay in the performance of its obligations under this LSA to the extent such failure or delay both: (a) is caused by any of the following: acts of war, terrorism, civil riots or rebellions; quarantines, embargoes and other similar unusual governmental action; extraordinary elements of nature or acts of God; and (b) could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes, or could not reasonably be circumvented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of services substantively similar to the Services hereunder would be satisfied. Events meeting both of the criteria set forth in clauses (a) and (b) above are referred to individually and collectively as "Force Majeure Events". The parties expressly acknowledge that Force Majeure Events do not include vandalism, regulatory acts of governmental agencies, labor strikes, or the non-performance of third parties or subcontractors relied on for the delivery of Services, unless such failure or non-performance by a third party or subcontractor is itself caused by a Force Majeure Event, as defined above. Upon the occurrence of a Force Majeure Event, the non-performing party shall be excused

from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail, and such party continues to attempt to recommence performance or observance to the greatest extent possible without delay.

- 11.2. If a Force Majeure Event causes a material failure or delay in the performance of any Services for more than ten (10) consecutive business days, Agency may, at its option, and in addition to any other rights Agency may have, procure such Services from an alternate source until Hedgerow is again able to provide such Services, and Hedgerow shall be liable for all payments made and costs incurred by Agency required to obtain the Services from such alternate source during such period. Agency shall continue to pay Hedgerow the charges established hereunder during such period, but Hedgerow shall not be entitled to any additional payments as a result of the Force Majeure Event. If a Force Majeure Event causes a material failure or delay in the use of the Licensed Programs, or the performance of any Services, for more than thirty (30) consecutive days, Agency may, at its option, and in addition to any other rights Hedgerow may have, immediately terminate this LSA without liability to Hedgerow.

12. Agency Responsibilities

Agency is responsible for the following:

- 12.1. Timely payment of Hedgerow invoices.
- 12.2. Provision of appropriate operating environment for hardware, Agency employees, and Hedgerow staff when at Agency's location.
- 12.3. Provision of knowledgeable, competent operators with an understanding of Agency's operations.
- 12.4. For Agency self-hosted systems, ensuring that Agency has knowledgeable, competent staff or contracted network support personnel to install the Licensed Programs and resolve problems with Agency infrastructure/environment.
- 12.5. Scheduled training to properly prepare Agency's staff to use Licensed Programs.
- 12.6. Daily, or whenever they change, backups of files and Licensed Programs kept in a secure place.
- 12.7. Notification to Hedgerow of a problem as soon it appears.
- 12.8. Upon request, but not more than once a year, Hedgerow may request, and Agency shall supply, the PDF output of the "Hedgehog User Listing" report run from Agency's production environment. An importable copy of the report template will be provided if it is missing from Agency's production environment.

13. Version Upgrades

- 13.1. Hedgerow will, as and when it develops new versions of Licensed Programs upgrades and enhancements, with corresponding supporting Licensed Materials, make those available to Agency, with no increase in license fees. Hedgerow will provide the necessary instructions so Agency can install the upgrades and modifications.
- 13.2. If Agency is using an older version that is no longer commercially viable to continue supporting, Hedgerow will notify Agency of its intent to terminate support of that version. Such notice will be provided to Agency at least twelve (12) months in advance of Hedgerow's intent to terminate support so Agency has adequate time to upgrade to a supported version.
- 13.3. Hedgerow will also periodically offer new Licensed Programs, with, corresponding Licensed Materials, that have an additional billable price. New billable Licensed Programs are optional, and

Agency will not be required to purchase them to comply with the support conditions in *Section 9. Warranty and Limitation of Hedgerow's Liability*.

14. Termination

- 14.1. Agency may, at any time, terminate this Agreement without cause by giving Hedgerow at least ninety (90) days written notice specifying the effective date of termination.
- 14.2. If Agency terminates this Agreement before the end of the term identified in *Appendix B. Dates and Term*, Agency will pay an early termination fee of five percent (5%) of the quarterly license fee for each quarter remaining in the term.
- 14.3. Hedgerow may terminate this Agreement without cause with one (1) year written notice to Agency, or at the end of the term identified in *Appendix B. Dates and Term*.
- 14.4. Without restricting any other remedies available, Agency may, at its sole option, immediately terminate this Agreement, without incurring a penalty, if (a) Hedgerow violates any material term or condition of this Agreement and such violation remains uncorrected sixty (60) days after written notice specifying the violation has been provided to Hedgerow; or (b) if Hedgerow is dissolved or becomes bankrupt or insolvent; or (c) if Hedgerow, its contractors, agents, officers or employees breach any of the confidentiality provisions of this Agreement.
- 14.5. If Agency violates any material term or condition of this Agreement, Hedgerow will notify Agency in writing of its intent to terminate this Agreement for cause, with the cause(s) specifically identified. Agency will have sixty (60) days to correct the cause(s), and if the corrections are not made, Hedgerow will have the right to terminate this Agreement. During this correction period, all rights and obligations of this Agreement shall remain in force. There will be no early termination penalty for Hedgerow initiated termination.

15. Actions Upon Termination

- 15.1. Agency will cease using Licensed Materials immediately upon termination.
- 15.2. Within thirty (30) days after termination for any reason, Agency will furnish Hedgerow an Officer Certificate certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Agency's hardware and either returned to Hedgerow or destroyed by Agency.
- 15.3. Agency will pay all amounts due Hedgerow.

16. Confidentiality

- 16.1. Both Hedgerow and Agency have made and will continue throughout the term of this Agreement make available to the other party confidential personal and proprietary materials and information ("Confidential Information"). All materials and information provided by one party to the other relating to the business, policies, procedures, customs and forms of the providing party or any of its affiliates, including but not limited to Agency Data, as well as information previously divulged or delivered regarding the aforementioned subject matter, is hereby designated as confidential and proprietary and shall be considered to be Confidential Information ("Agency Materials"). Except for Confidential Information included in Agency Materials, the parties agree that the obligations set forth in this *Section 16. Confidentiality* do not apply to materials or information that: (a) are already, or otherwise become, generally known by third parties as a result of no act or omission of the receiving party; or (b) subsequent to disclosure hereunder are lawfully received from a third party having the

right to disseminate the information and without restriction on disclosure; or (c) are generally furnished to others by the disclosing party without restriction on disclosure; or (d) were already known by the receiving party prior to receiving them from the disclosing party and were not received from a third party in breach of that third party's obligations of confidentiality; or (e) are independently developed by the receiving party without the use of Confidential Information of the disclosing party.

- 16.2. Hedgerow shall not, without the prior written consent of Agency, process, store, or transmit personal information which may be present in the Agency Materials in or to a country other than the United States.
- 16.3. If, to provide the Services, Hedgerow must disclose or make accessible any Agency Materials to a third party Hedgerow shall, before doing so obtain from the third party a written agreement in favor of Hedgerow and Agency, in a form satisfactory to Agency, under which the third party agrees to be bound by the obligations contained in this *Section 16. Confidentiality* applicable to Hedgerow.
- 16.4. Hedgerow agrees to permit Agency to have access to Hedgerow's premises, records and employees at any reasonable time to perform reviews and audits that Agency considers advisable to ensure that Hedgerow is meeting the requirement of this *Section 16. Confidentiality*. Hedgerow further agrees to provide its full cooperation for the purpose of such reviews and audits. Officers and employees of Hedgerow, its contractors and agents will be subject to the same electronic monitoring as government employees while on Agency's premises.
- 16.5. Hedgerow shall immediately report to Agency if Hedgerow or an affiliated company of Hedgerow is served with an order, demand, warrant or any other document purporting to compel the production of any Agency Materials.
- 16.6. The parties hereto agree not to disclose or make available to anyone not entitled to the benefit of this Agreement any specific financial information, including but not limited to prices, contained in this Agreement without the written consent of the other party.
- 16.7. Agency agrees not to disclose or make available to anyone not entitled to the benefit of this Agreement any information divulged by Hedgerow, the disclosure of which would be harmful to the business operations of Hedgerow, without the written consent of Hedgerow.
- 16.8. The provisions of this *Section 16. Confidentiality* shall not prevent either party from disclosing any Agency Data, documents, or information as necessary to comply with any applicable statute or other law requiring such disclosure, including for the provision of legal services.
- 16.9. Hedgerow may, for the purposes of marketing, disclose Agency's name and a general description of the Services provided to Agency pursuant to this Agreement, but shall not indicate in any way that Agency endorses Hedgerow's Services.
- 16.10. Hedgerow shall return to Agency all Agency Materials, except to the extent that Agency agrees in writing to the destruction by Hedgerow of any of Agency Materials in which case Hedgerow shall confirm in writing to the Agency that such Agency Materials have been destroyed: (a) when they are no longer required by Hedgerow to provide Services; and (b) as soon as possible but not later than fifteen (15) days of the date of termination or expiration of the agreement.
- 16.11. This *Section 16. Confidentiality* shall survive the expiry or termination of this Agreement.

17. General Provisions

- 17.1. Hedgerow shall not assign or transfer this Agreement, or subcontract any of the rights or obligations under this Agreement, without first obtaining written permission from Agency. No assignment, transfer or subcontract of this Agreement will relieve Hedgerow of any obligations under this Agreement, except to the extent they are properly performed by Hedgerow's permitted assigns and subcontractors.

- 17.2. Time is of the essence with respect to the Services to be provided by Hedgerow to Agency under this Agreement.
- 17.3. If any provision of this Agreement is for any reason invalid, that provision will be considered separate and severable from this Agreement, and the other provisions of this Agreement will remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 17.4. Those provisions of this Agreement which are intended to survive the termination or expiration of this Agreement will survive, including, without limitation, *Section 3. Ownership of Licensed Materials*, *Section 9. Warranty and Limitation of Hedgerow's Liability*, and *Section 16. Confidentiality*.
- 17.5. Any delay, neglect or forbearance by a party in enforcing against the other party any term, condition or obligation of this Agreement shall not constitute a waiver of such or in any way prejudice any rights or remedies of that party. Any waiver of any term, condition or obligation of this Agreement must be in writing to be effective and shall apply only to the extent set forth in writing.
- 17.6. This Agreement shall be governed by and construed in accordance with the laws of the State wherein Agency's administrative headquarters are located.
- 17.7. This Agreement constitutes the full and complete understanding of the parties to the subject matter contained herein; and supersedes all prior and contemporaneous understandings and agreements. This Agreement can only be changed by the written mutual consent of both Hedgerow and Agency.
- 17.8. This Agreement may be executed electronically and by counterparts, each of which shall be deemed an original but taken together constitute one instrument. Counterparts may be exchanged by electronic transmission. This Agreement and the attached Appendices, and any Work Order signed by both parties represent the entire agreement between the parties and can only be modified by mutual written agreement of the parties. Agency's use of the services under this Agreement is not acceptance of any additional terms or conditions. The parties agree this is a non-exclusive agreement.
- 17.9. Hedgerow is not an employee, partner, agent, or representative of the Agency. Hedgerow is an independent contractor.
- 17.10. Hedgerow agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement.
- 17.11. AND WHEREAS Agency has performed appropriate due diligence and determined Licensed Programs are the best solution for Agency's purposes, and is exercising Agency's option to become a Participating Agency as defined in Hedgerow's License and Support Agreement with El Dorado County, California LSA-COED-2024-01.

18. Dispute Resolution

- 18.1. Any dispute that cannot be resolved by the parties will be resolved with a three-step dispute resolution process. The three-step process shall (a) begin with informal negotiations conducted in good faith; (b) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the dispute cannot be resolved by mediation, then; (c) the dispute shall be submitted to binding arbitration in accordance with the rules of a mutually agreeable arbitrator located in the United States.
- 18.2. In the event litigation is required by either party to enforce the terms and conditions of this Agreement, the prevailing party shall be reimbursed attorney fees, expert witness costs, and court costs by the party prevailed upon to the extent so ordered by the court.

19. Notice

- 19.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Hedgerow Software US, Inc.

Attention:
Darryl Booth
US Operations

700 Van Ness Avenue
Suite 210
Fresno CA 93721

Phone: (559) 259-8472
Email: darrylbooth@hedgerowsoftware.com

For Agency

Attention:
Kristian Alfelor, REHS
Division Chief

San Bernardino County
451 E. Vanderbilt Way
Ste. 400
San Bernardino, CA 92408

Phone: (909) 387-5159
Email: Kristian.Alfelor@dph.sbcounty.gov

20. Acceptance

Hedgerow and Agency have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

Hedgerow Software US, Inc.

By its authorized signatory:

Darryl Booth

Darryl Booth (Dec 5, 2025 10:17:05 PST)

Signature

Darryl Booth

Name

US Operations

Title

Date

ADDRESS:

700 Van Ness Avenue
Suite 210
Fresno CA 93721

San Bernardino County

By its authorized signatory:

Joe Baca, Jr.

Signature

Joe Baca, Jr.
Dawn Rowe

Name

Vice Chair,
Chair, Board of Supervisors

Title

DEC 16 2025

Date

ADDRESS:

451 E. Vanderbilt Way
Ste. 400
San Bernardino, CA 92408

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

LYNN MONEL
Clerk of the Board of Supervisors
of San Bernardino County

B

Deputy

Appendix A. Modifications to Standard Terms and Conditions

{Page intentionally left blank for insertion of any Agency specific modifications to standard terms and conditions.}

Modifications to LSA:

A new **Section 4.4** is inserted as:

Section 4.4.1 Security Incident or Data Breach Notification: Hedgerow shall inform the Agency of any security incident or data breach.

- a. Security Incident Response: Hedgerow may have the need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Agency should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement.
- b. Security Incident Reporting Requirements: Hedgerow shall report a security incident to the appropriate Agency identified contact immediately as defined in the SLA.
- c. Breach Reporting Requirements: If Hedgerow has actual knowledge of a confirmed data breach that affects the security of any Agency content that is subject to applicable data breach notification law, Hedgerow shall (1) promptly notify the appropriate Agency identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

Section 4.4.2 Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of Hedgerow.

- a. Hedgerow, unless stipulated otherwise, shall immediately notify the appropriate Agency identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. Hedgerow, unless stipulated otherwise, shall promptly notify the appropriate Agency identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. Hedgerow shall (1) cooperate with the Agency as reasonably requested by the Agency to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of Hedgerow's breach of its contract obligation to encrypt personal data or otherwise prevent its release, Hedgerow shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/ person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute³⁴ at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Hedgerow based on root cause; all [(1) through (5)] subject to this Agreement's limitation of liability.

Section 5.3 Delete in its entirety

Section 5.6 The total amount of this Agreement shall not exceed \$325,580 inclusive of all costs, taxes, and expenses. This amount does not include the cost of the \$165,000 associated with the Scope of Work migration expenses.

Section 10 is retitled **Indemnification, Hold Harmless, Waiver of Subrogation and Insurance** the text relabeled 10.1, and in lines 9 and 10, the clause “and has sole control over its defense or settlement” is deleted.

A new **Section 10.2** is inserted as:

Section 10.2 All activities and/or work covered by this Agreement will be at the risk of Hedgerow alone. Hedgerow agrees to defend, indemnify, and save harmless Agency, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, “Indemnitee”), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, “Third Party Claims”), whether against Hedgerow, Agency or others, including without limitation, those arising from injuries or death of persons and/or for damages to property, to the extent arising out of the negligent acts, errors, or omissions of Hedgerow, its employees, agents, or subcontractors in the performance of this agreement, except to the extent such claims result from the negligence or willful misconduct of Indemnitee. Neither party shall settle or compromise any Third-Party Claim in a manner that imposes liability or obligations on the other party without that party’s prior written approval, such approval not to be unreasonably withheld. Hedgerow agrees to waive all rights of subrogation against Indemnitee for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

A new **Section 10.3** is inserted as:

Section 10.3 Hedgerow, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types and amounts of insurance:

General Liability “occurrence” coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, contractual liability, premises operations and mobile equipment, and broad form blanket contractual.

Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage per occurrence, including owned, non-owned, and hired automobiles.

Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Hedgerow and Employer's Liability in the minimum amount of \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

All policies, except for Worker's Compensation and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Agency to vicarious liability but shall allow coverage for the Agency 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.

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the Agency, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Hedgerow and Hedgerow's employees or agents from waiving the right of subrogation prior to a loss or claim. Hedgerow hereby waives all rights of subrogation against the Agency. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Agency. Hedgerow 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 Hedgerow and the Agency or between the Agency and any other insured or additional insured under the policy.

Upon request, Hedgerow shall furnish Certificates of Insurance to the Agency evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Agency, and Hedgerow shall maintain such insurance from the time services commence hereunder until the completion of such services.

Section 14.2 replace with: Both parties reserve the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Hedgerow shall promptly discontinue services unless the notice directs otherwise.

A new **Section 15.4** is inserted as:

Section 15.4 Upon termination of this Agreement for any reason, and subject to Agency's payment of all amounts due, Hedgerow shall provide Agency with a complete backup of the Agency Data as it existed at the effective date of termination. This includes a Microsoft SQL Server (.bak) file containing the database contents, a copy of all electronic documents, and an index file mapping electronic documents to database records.

Section 17.8 replace with: This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other 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. Agency's use of the services under this Agreement is not acceptance of any additional terms or conditions. The parties agree this is a non-exclusive agreement.

Section 17.12 new section: Hedgerow was selected as the provisioning vendor to El Dorado County as a result of El Dorado's Environmental Health/Air Quality Permit and Data Management Software Solution Request for Proposals #24-0033 for the provision of a licensed software solution, data conversion and migration. Hedgerow and El Dorado permitted the terms and conditions of this Agreement available to other agencies ("Participating Agencies or Agency, singular"). San Bernardino County elected to become a Participating Agency under this clause.

Section 17.13 new section: Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Hedgerow shall complete and sign the attached exhibit marked "California Levine Act Statement" incorporated herein and made by reference a part hereof, regarding campaign contributions by Hedgerow, if any, to any officer of Agency.

Section 18.1 Any dispute that cannot be resolved by the parties will be resolved with a three-step dispute resolution process. The three-step process shall (a) begin with informal negotiations conducted in good faith; (b) be followed, if necessary, by mediation, initiated by written demand of one party served on the other, and if the mediator determines that the dispute cannot be resolved by mediation, then: (c) the dispute shall be submitted to binding arbitration in accordance with the rules of a mutually agreeable arbitrator located in the San Bernardino region.

Section 18.2 Replace with: 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 fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

Modifications to Work Order:

Section 3.1 Recommend adding some items to this statement: ...has acquired Hedgerow to automate field permitting, billing, inspections, complaints, investigations, service requests, **time accounting, event management, analysis monitoring**, and reporting for the regulated areas of Section 3.2.

- Scope should include migration of data from EC
- Scope should include establishing/configuring/hosting an online portal for publication of inspection reports, complaint handling, service request handling, invoicing, payment handling, any other features the team have deemed important for go-live
- Scope should include provision of back-office applications for day-to-day online work
- Scope should include provision of field inspection software that caches facility, permit, and configuration data in an offline state, is fully functional while disconnected, and will collect and synchronize inspection and activity data updates and additions with the master database once reconnected.
- Scope should include integration with our online payment handling service, Grant Street Group
- Scope should include provision of a reporting database that has low-latency replication with the master database, that we will be able to access/query from the county network
- Scope should include configuration of user roles and user access control

Section 3.2 SB1383 generators should be part of the CEH group

- Detention Facilities Camps are part of CEH group
- Recommend changing this language **from:** *Complaints/Service Requests may be included as a separate program area or as a Facility Category within to: *Each program area may include workflows for time accounting, permitting, complaints, service requests, events, inspections and other activities, analyte monitoring, and billing.

Section 3.3 Details of extended historical data timeline for Land Use/LEA records are not mentioned. The document doesn't mention room for exceptions. We have mapped out which programs will need a retention longer than 3 years for operations. Most of the data needed is in the attachments. If all attachments can be brought over, we can stick to the 3 years, if not some of the programs will need longer data conversion.

I think this should be clarified as not all the data we aim to have converted has been used solely to comply with California CUPA requirements of the Hazardous Materials Program Area.

- It would be difficult to accept a 3-year historical data conversion. We are working up a matrix by category/record type to provide a better set of requirements here.
- Remove reference to CUPA/HazMat ("...which has been used solely to comply with California CUPA...")
- Note that the Contacts that we will need to migrate include data in 7 custom User Defined Forms. The forms all have the same structure.
- Note that the Permits that we will need to migrate include all well permits, including those no longer active or in-progress
- We also need to migrate: Activity records, attachments, complaints, service requests, violations, sample history, sites associated with water systems, open invoices

Section 3.5 Hedgerow makes it clear that reporting will not be customized beyond logo, branding, and formatting in work that cannot exceed 2 hours. If we are going to provide them with a list of high priority reports for configuration on their end, I recommend referencing that there is room for exceptions in the scope of work.

- Recommend adding another section, something like Base Level Reporting Provisions that states HR will provide base level reports of the following: Inspection Reports, Invoices, Listings of Invoices and Payments, Permits, Listings of Permits and Permit Counts, Receipts, Compliance Letters, Employee Activity

Summaries/Productivity, Inspection Completion Summaries, Violation Usage Reports, Complaint Listings, Service Request Listings

- They do mention they provide hundreds of reports in 1.1, but I think we need to have the few above spelled out specifically so we have good starting points for the reports our internal teams will be responsible for delivering

A new **Section 3.5.1** is inserted as:

Section 3.5.1. is inserted as:

Base Level Reports

As part of the implementation scope, Hedgerow shall configure a set of base-level reports selected from the standard Hedgehog report catalog to support core operational functions.

These reports may be modified for Agency branding and minor formatting adjustments, subject to the two (2) work hour limitation outlined in Section 3.5.

Agency shall identify and prioritize baseline reporting needs during the Discovery Phase. Any additional report development or customization beyond the base-level set will be handled through the Change Request process or completed by Agency personnel using the report writing tool.

Section 3.4 We would like the migration of the attachments as previously mentioned above.

A new **Section 3.7** is inserted as:

Reporting Database Environment

As part of the hosted deployment, Hedgerow shall provision a Reporting Database to support the Agency's operational and analytical reporting requirements. The Reporting Database shall consist of a read-only synchronized replica of the production database.

- Support complex reporting and data querying activity without impacting production system performance.
- Be deployed through Azure SQL.
- Be accessible to authorized Agency users from within the County network, subject to security and access control protocols defined in the hosting environment.

Any additional configuration, integrations, or non-standard support associated with the Reporting Database shall be subject to change management procedures and may constitute a Billable Service as outlined in the License and Support Agreement.

Section 3.9 (previously 3.8) is revised as:

3.9. Hedgehog Training

Hedgerow will deliver virtual training using MS Teams for the following functions:

- IT Orientation Training - for system setup up, access and conversion support during implementation.
- System Administrator Training - for system configuration and workflow creation.
- End-User Training - for daily system use and reporting.
- Workflow Training - for use of Hedgehog in specific program areas.
- Report Writer Overview Training - for system "superusers" to create/manipulate report designs.

Hedgerow's Trainer prepares custom curriculums based on the materials and unique requirements of the Agency, with sessions segmented into functional areas. On-site training is available if requested, though the Agency is responsible for all associated travel expenses.

3.9.1. Specific Training Dimensions

Training Type	Dimensions / Duration	Training Materials
Information Technology (IT) Training	Usually takes approximately two hours, depending on Implementation Project options.	Server Installation Guide and Client Installation Guide.
Application Administrator (AppAdmin) Training	Specific duration is not provided in the sources.	Application Administrator Manual and User Manual.
End User Training (All Users format)	The number of days and costs vary depending on the number of users, their roles, and the implemented Licensed Programs workflows.	Custom end user training documentation and User Manual.
End User Training (Train-the-Trainer format)	Specific duration is not provided in the sources; this is Hedgerow's preferred training method.	Custom end user training documentation and User Manual.
Hedgehog Report Writer Training	The course is followed up with a self-paced learning document. The original report writer course was written for a self-paced learning format.	Hedgehog Report Writer Training Course document.
Hedgehog Portal Administration Training	Specific duration is not provided in the sources.	Specific training materials are not explicitly listed in the sources.
Ongoing Training Opportunities	Refresher training is offered at no charge to previously trained staff. Training for new hires is available on a time and materials basis. Training for new features is provided online at no charge.	New features are documented in the Licensed Materials release notes.

Appendix B. Dates and Term

Agency Fiscal Year ends June 30.

Effective Date is January 5, 2026.

Recurring License and hosting fees, if hosted, will begin on the Effective Date.

The Initial Term will begin on the Effective Date and ends five (5) years after the Effective Date.

In the event the Agreement is not terminated as provided for in the Agreement, before the expiry of the Initial Term, or any successive term, and neither party notifies the other party of its intent to terminate the Agreement at least ninety (90) days prior to the end of the then current term, the Agreement shall automatically renew for successive one (1) year terms on the same conditions in effect during the then current term, with the exception of price increases as allowed in *Appendix C.4 Option to Increase Prices*.

Appendix C. Licensed Programs and Payment Terms

C.1. Number of Inspectors and Supervisors

Hedgehog annual license and support fees are based on FTEs (See *Section 1.4*)

Agency agrees to report, and pay for, additional FTEs as they are added to Hedgehog at Hedgerow's then prevailing rates. If the number of FTEs decreases Hedgerow will decrease costs proportionately.

Number of FTEs: 20

C.2. Licensed Programs and Recurring Fees

The following Licensed Programs included in this Agreement and their recurring fees are:

Item	# of Units	Unit Cost	Annual Cost
Licensed Programs Fees			
Hedgehog (per FTE)	127	\$ 1,900.00	\$ 241,300.00
Hedgehog Portal (including online billing and payment processing)	1	\$ 49,280.00	\$ 49,280.00
Reporting Database	1	\$ 15,000.00	\$ 15,000.00
Licensed Programs Hosting Fees			
Licensed Programs Hosting Fee	1	\$ 20,000.00	\$ 20,000.00
Total			\$ 325,580.00

C.3. Billing and Payment Schedule

Recurring Fees are invoiced, due and payable in advance of the Billing Cycle selected.

Recurring Fees Billing Cycle	
X	Quarterly
	Annually

All invoices are payable net thirty (30) days.

C.4. Option to Increase Prices

At the end of Agency's then current term, and with at least ninety (90) days prior written notice to Agency, Hedgerow has the option to increase prices for the successive term by an amount up to the cumulative California Cost of Living increase since the price was last set.

Appendix D. Cloud Hosting Service Level Agreement (SLA)

D.1. Hosting Particulars

Agency has chosen to deploy Licensed Programs in a Microsoft® Azure® cloud-based environment. The Agency will receive the following as part of the application hosting fees:

Data Center	<p>Agency Data will be hosted in an Azure® private cloud environment in a tier 1 data center in the United States.</p> <p>The data center is a secure 24/7 manned onsite network operations site staffed with professional security officers, equipped with biometric access controls, monitored by extensive video surveillance, and restricted to only authorized representatives.</p>
App Service	<p>One (1) Production and One (1) UAT Hedgehog application will reside within a single App Service Plan with a public IP address.</p> <p>Network and storage will be fully isolated with the Agency's own subnet, private IP range, and specific Domain Name Server (DNS) to ensure absolute separation from other Azure® Agencies.</p> <p>One (1) Hedgehog Portal application will reside within the same App Service Plan, with its own unique public IP address.</p>
Database(s)	<p>Hedgehog Database, Hedgehog Portal, and Hedgehog Disclosure Site</p> <p>One (1) Production, one (1) User Acceptance Testing/ Testing (UAT) Hedgehog database, and one (1) Hedgehog Portal Disclosure Site will reside within a single Microsoft® Azure SQL Server.</p>
Azure Storage	<p>1 TB of storage is included in application hosting fees for data and attachments. If needed, additional disk space can be acquired in 1 TB units for an additional monthly fee.</p>
Availability	<p>Hosting site availability targets for the Production environment are:</p> <p>99.95% Network Uptime 99.95% Server Uptime 99.95% Application Availability</p> <p>If downtime is required for after-hours maintenance, an email notification will be sent to the Agency with a minimum 24-hour notice unless emergency escalation is required. If the maintenance timing is not convenient for Agency, Hedgerow and Agency will attempt to find a mutually agreeable time. Email details will include:</p> <ul style="list-style-type: none">• Reason for the downtime.• Date and time of downtime.• Expected duration.

Security / Privacy	All data passed to/from the Azure® cloud environment is encrypted during transmission.
Virtual Machine (VM) Backup	Azure® performs a full weekly backup and a daily incremental backup of Agency's virtual machines (VMs). Backups are stored in the Azure® Recovery Services vault.
Database Backup	Automated daily backup of Agency database is performed, and backup is stored on the database server.
Backup Retention	All backups retained for 14 days.
Patches and Upgrades	Hedgerow will notify Agency of all releases via email. Hedgerow staff will coordinate with designated Agency staff to determine the timeframe for the release to be applied to Agency's Azure® environments.
Access Control	<p>Designated Hedgerow staff will have secure, authenticated access to Agency's Azure® servers. These designated staff members will request written permission from the Agency to access the Agency's Azure® servers which may be necessary from time to time for the following reasons:</p> <ul style="list-style-type: none"> • General server maintenance. • General database administration. • Performance, usage and/or security monitoring. • Licensed Programs patches and upgrades. • General troubleshooting. <p>Hedgerow is notified via email of all log-in attempts to Agency's VM(s).</p>
System Monitoring	<p>24/7 monitoring of the Agency's Azure® cloud environment is provided. Hedgerow has rotating on-call staff to provide emergency after hours support related to Agency's Azure® cloud environment.</p> <p>Designated Hedgerow staff receive email notifications for all server log in attempts. Hedgerow will make Azure® activity logs available to Agency upon request.</p>

D.2. Hosting Incident Reporting & Response

Agencies can report incidents to Hedgerow via phone, email or the Customer Support Portal. Support categories for Agency-reported hosting incidents are as follows:

Level	Problem Description	Best Method of Contact
Category 1	System Crisis: Production environment is inaccessible.	Phone (or Portal)
Category 2	System Problem: UAT environment is inaccessible during standard support hours.	Phone (or Portal)
Category 3	System Concern: All environments are accessible; however, a degradation of service is noticeable on a platform that meets the posted Hedgerow minimum hardware and software requirements (e.g., system running slow). Note: This issue may be Agency initiated.	Portal
Category 4	System Issue: All environments are accessible and day-to-day work is not affected. Environment(s) require service outside of general maintenance (e.g., operating system patch).	Portal

Expected response times to each Category are as follows:

Level	Expected Response Time	Type of Response
Category 1	15 Minutes	Ticket logged in Customer Support Portal or Agency has called the emergency support number. Preliminary analysis of problem. Incident update email or phone call to Agency.
	30 Minutes	Incident update email or phone call to Agency.
	45 Minutes	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 2	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Incident update email or phone call to Agency.
	2 Hours	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 3	30 Minutes	Ticket logged in Customer Support Portal.
	1 Hour	Hedgerow 2 nd tier support is initiated. Vendor support may be initiated. Management team notified.
Category 4	1 Hour	Ticket logged in Customer Support Portal.

Appendix E. Information Technology Security

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose Agency data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify Agency **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and Agency services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to Agency data is known at the time, to enable Agency to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and Agency may immediately terminate the Agreement for failure to comply.

2. Data Location

- 2.1. Contractor shall not store or transfer non-public San Bernardino County data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access San Bernardino County data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the Agency.
- 2.2. The Contractor must notify the Agency **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store Agency data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

3. Data Encryption

- 3.1. The Contractor shall encrypt all non-public Agency data in transit regardless of the transit mechanism.
- 3.2. The Contractor shall encrypt all non-public Agency data at rest.
- 3.3. Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The Agency maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a Agency network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The Agency conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the Agency when requested.