



Contract Number

25-29

SAP Number

### Economic Development

Department Contract Representative Derek Armstrong  
Telephone Number 909-387-4386

Contractor HUUB, LLC  
Contractor Representative Jenny Poon, CEO  
Telephone Number \_\_\_\_\_  
Contract Term February 1, 2025 – January 31, 2027  
Original Contract Amount \$412,500  
Amendment Amount \_\_\_\_\_  
Total Contract Amount \$412,500  
Cost Center 6014621000  
Grant Number (if applicable) \_\_\_\_\_

**Briefly describe the general nature of the contract:** *This is a 24 month software licensing subscription agreement for the use of the HUUB Platform that will be used to assist entrepreneurs and small businesses receive services, grants, and information.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ [Signature]  
County Counsel

Date 1/6/25

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ [Signature]

Date 1/4/2025



# HUUB Subscription Terms

This Terms of Use sets forth the Agreement between San Bernardino County (“you”) and HUUB LLC (“we” or “us”) regarding your use of our web service and mobile applications, specifically including each HUUB Community you create or join (collectively the “Service”). Please read this Agreement, because it contains important information about your content, our limitation of liability to you, and your agreement to resolve any disputes by individual arbitration and to waive the right to participate in a class action, and information sharing between Members and Hosts.

## TERMS & DEFINITIONS

**HUUB** The company that owns HUUB

**HUUB** The SAAS product being licensed

**HUUB Community** Your community on the HUUB platform

**Hosts** The managers of the HUUB Community and the organization signing this contract

**Members** Users on the HUUB platform

**Service** Services delivered in conjunction with deploying a HUUB Community (Premium Services)

**Term** Service period is for 2 years beginning on 2/1/25 - 1/31/27. Subscription can be renewed for 2 additional 1-year terms.

**Fee structure:**

Year 1 - 2/1/25 - 1/31/26 - \$217,500

Year 2 - 2/1/26 - 1/31/27 - \$195,000 (no customizations)

**Est. Renewal:**

Year 3 - 2/1/27 - 1/31/28 - \$195,000 (no customizations)

Year 4 - 2/1/28 - 1/31/29 - \$195,000 (no customizations)

## 1. Using the Service

### a. How It Works.

Our service enables people to create or participate in a community dedicated to an individual, identity, or interest (a "HUUB Community") for free or for a fee. People who create HUUBs ("Hosts") do so to invite in people ("Members") to connect with each other, to message, and to exchange information and content. Hosts tailor their HUUB Community by the Members they invite, the conversations they organize, what they call their HUUB Community, and additional branding they may choose to use.

### b. Who can use HUUB.

You must be at least the age of majority in the state or country where you live to create or participate in a HUUB Community.

### c. Registration.

When you set up a profile with HUUB, you must provide us with accurate information. We will treat registration information according to our Privacy Policy. Your name and contact information will be made available to your Host. You are responsible for maintaining the confidentiality of your password.

### d. Privacy.

Our privacy practices are set forth in our Privacy Policy, which is part of this Agreement. By joining a HUUB Community, you are sharing personally identifiable information with your Host, other Members, and us.

### e. Play Nice.

We hope you will take care to keep your interaction with others a positive experience for everyone. You agree to follow the HUUB Acceptable Use Policy at all times. We reserve the right, but have no obligation or liability for, monitoring any interactions with other Members or Hosts of the Service. You may also submit a complaint or concern about another Member or Host to [support@myhuub.com](mailto:support@myhuub.com).

### f. Termination.

You may close your Host or Member account at any time by going to account settings and disabling your account or emailing [support@myhuub.com](mailto:support@myhuub.com). Upon termination, your account will be immediately deactivated. We may suspend your use of the Service or the Service at any time for any reason, without any notice. We may terminate your account if you violate the HUUB Acceptable Use Policy or for any other reason.

### g. Feedback.

We welcome your feedback and suggestions about how to improve HUUB. Submit feedback at [support@myhuub.com](mailto:support@myhuub.com). By submitting feedback, you agree to grant us the right to use it for free.

h. Point of Contact.

Upon execution of contract you will be assigned a point of contact from HUUB and all communication will be directed to this person. Within 48 hours, you will be requested to also submit a point of contact who leads discussions through deployment.

**2. Content**

a. Your Content.

The Service enables you to add posts, articles, photos, videos, questions, polls, links, files, events, groups, and chat with other Members. The Service also allows you, if you are a Host, to create a personalized name for your HUUB Community (“Your Community Name”), which will appear in a subdomain accessible directly to visitors and Members (e.g. [Community Name].myhuub.com). All material that you upload, publish or display to others via a HUUB Community is “Your Content.” If you are Host, Your Content includes Your Community Name. Material that a Member uploads, publishes, or displays to others via a HUUB Community is “User Generated Content”. Your Content, including User Generated Content, does not include Data (defined below).

b. You (and the people you license Your Content from) keep complete ownership of all Your Content. By posting Your Content on the Service, you grant us a license to show it on your HUUB Community, in reporting and sharing aggregated data via case studies or reports, but you and your licensors still own it. Content that is built into the site from HUUB is still copyrighted and owned by HUUB.

In legalese: In connection with your use of the Service, you hereby grant and will grant HUUB LLC and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable (through multiple tiers), perpetual, irrevocable license to copy, display, transmit, perform, distribute, store, modify, and otherwise use Your Content in connection with the operation of the Service in any form, medium or technology now known or later developed, including publication and use on any Integrated Services (as defined below). This license includes the right for us to make Your Content available to other entities and individuals who partner with us in the delivery of the Service. If you join a Community that is Private or Secret, rather than Public, only we, your Host and Users who are invited to join that Community will be able to see Your Content that you post on that Community. HUUB LLC may preserve Your Content and may also disclose Your Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Use; (c) respond to claims that any Your Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of HUUB LLC, its Users and the public. The technical processing and transmission of Your Content may involve transmissions over various Communities and changes to conform to technical requirements of connecting Communities or devices.

c. Play Nice.

You agree to follow the HUUB Acceptable Use Policy. Do not infringe the intellectual property and personal rights with Your Content. You accept responsibility if Your Content violates the intellectual property or personal rights of others. You agree to pay all royalties, fees, and any other monies owed to any person by reason of any of Your Content. We are not obligated, but reserve the right, to remove or suspend, in whole or part, Your Content that violates the HUUB Acceptable Use Policy or for any other reason.

### **3. Copyright and Trademark Policies**

The HUUB Copyright Policy and HUUB Trademark Policy are incorporated by reference into this Agreement. If you believe that your intellectual property is being violated on the Service, you can submit a complaint and request for takedown of specific material at [legal@myhuub.com](mailto:legal@myhuub.com).

#### **4. Our Content and Materials**

##### **a. Data.**

You own Your Content and User Generated Content. HUUB, collects and stores data about HUUB, Hosts, and Members ("Data") in order to run the Service more effectively and efficiently. HUUB provides built-in content that is included in your subscription and authorizes you to allow your community to access it. Our Privacy Policy explains how we do this, and your rights to opt out.

##### **b. Our Content, Materials, Proprietary Information**

All rights, title, and interest in the Service, including the HUUB buttons, badges, logos, widgets, text, images, design, software, documentation, source code, algorithms, graphics, photographs, video, strategy documents, process flows and audio files, other files, data, and the selection, arrangement, structure, coordination, and "look and feel" thereof (excluding Your Content, User Generated Content, third-party web services or third-party content linked to or posted within the Service) (collectively "Our Content and Materials") are the property of HUUB LLC and/or its licensors Copyright ©2024 HUUB, LLC and are not to be shared. The HUUB name, tagline and logo, the HUUB mark, the HUUB logo are trademarks and service marks of HUUB. We retain all right, title, and interest in and to the Data and Our Content and Materials. Except as expressly provided in these terms, you agree not to use, modify, reproduce, distribute, sell, license, reverse engineer, decompile, or otherwise exploit Our Content and Materials or Data without our express written permission. This includes HUUB's proprietary process documents, flows, intellectual property, built-in trainings, courses, incubation, technical assistance process and operations.

##### **c. Our Licenses to You.**

Subject to these terms, including our HUUB Acceptable Use Policy, we grant you a limited, non-exclusive license to use and access Our Content and Materials and the Service. If you are a Host, subject to these terms, we also grant you a limited, non-exclusive license to use and access certain Data for the purpose of maximizing Member engagement and facilitating communications. We may terminate this license at any time for any reason. Except for the rights and license granted in these terms, we reserve all other rights and grant no other rights or licenses, implied or otherwise.

##### **d. No Endorsement or Screening.**

Please note that the Service contains access to third-party content and other interactions over which we have no control. We assume no responsibility for, nor do we endorse, screen, or

approve the content, offerings, or materials made available to you within a HUUB Community, or the conduct of parties who participate in a HUUB Community.

## **5. Rights and Obligations of Hosts**

### **a. Contact Information of Members.**

The name and contact information of Members who register to join a specific HUUB Community is made available to that HUUB Community's Hosts in order to facilitate communications. A Host may use the contact information of Members solely to communicate with a Member for purposes related to the HUUB Community or the reasonably assumed interests of the Member who has joined the HUUB Community. In no event may a Host: i) sell contact information of a Member to a third-party, or ii) or use or disclose it for commercial purposes unrelated to the HUUB Community or the interest of Member who joined the HUUB Community.

### **b. Member Data.**

Hosts are provided access to certain Data, which may be aggregated or personalized, in order to facilitate Member engagement and communications. The Host may not sell or share Data accessible from the Service to third parties.

### **c. Representation and Warranty of Hosts.**

If you are a Host, it is important for you to respect and honor the trust of Members who join the HUUB Community you created. If you are a Host, you represent and warrant that, in your communications with Members and handling of Data, you: i) will comply with all applicable laws and regulations; and ii) will honor the restrictions set forth in Sections 5(a) and 5(b). If you are a Host, you also represent and warrant that all advertising, sponsorships, and promotions you introduce to your HUUB Community will comply with all applicable laws, regulations, and industry guidelines, including but not limited to the FTC December 2015 guidance regarding native advertising. If you are a Host with Members in the European Union, you represent and warrant that you have obtained user consent prior to sending emails outside of the Service, as EU law requires opt-in consent for emails. You must provide a means of opting-out of any emails.

### **d. Takedown Assistance.**

In the event that a party misdirects a takedown request directly to the Host (within or outside of the Service), the Host will redirect the takedown request directly to [legal@myhuub.com](mailto:legal@myhuub.com) within two (2) business days.

### **e. Data Processing Addenda.**

This Agreement includes the EU Data Processing Addendum and the CCPA Data Processing Addendum.

## **6. Integrated Services**

You may enable various online services like Facebook to be integrated into your HUUB Host or Member account or HUUB Community ("Integrated Services"). For example, you may be able to share or access your HUUB Community activity on Integrated Services such as Facebook. To take advantage of these features, we may ask you to register for or log into the Integrated Services on the websites of their providers. By enabling Integrated Services in connection with the Service, you are allowing us to pass to, and receive from, these Integrated Services your login information and other Data for use in connection with the Service and/or the Integrated Services. For more information about the implications of activating these Integrated Services and our use, storage, and disclosure of information related to you and your use of such services within HUUB (including your friend lists and the like), please see our Privacy Policy. However, please remember that your use of any Integrated Services, and the manner in which any Integrated Services offer or perform their services and collect, use, store, and disclose your information is governed solely by the terms of use, privacy policies, and other policies of such third parties, and we shall have no liability or responsibility for the privacy practices or other actions of any Integrated Services or any other third party site or service, whether or not they are directly enabled within the Service.

## **7. Premium Services and Subscriptions**

### **a. Fees.**

The maximum amount of payment under this Agreement shall not exceed a total of \$217,500 (as further detailed in Attachment II-Fees). Invoices shall be issued with a net thirty (30) day payment term with corresponding Purchase Order number stated on the invoice. HUUB LLC shall accept all payments from County via electronic funds transfer (EFT) directly deposited into HUUB LLC's designated checking or other bank account. HUUB LLC shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

### **b. No Refund at Termination.**

If you, as a Host, terminate your Service or Subscription, we will not refund any pre-payments for your unused Service or Subscriptions. Terminating a contract early without cause will result in a penalty of 85% of the remaining contract fees.

Either party may terminate this Agreement for cause if the other party materially breaches any provision of this Agreement and fails to cure such breach within 30 days after receiving written notice. The "termination for cause" does not override the service's "as-is" nature.

If we terminate your Premium Service and/or Subscription for violation of the terms of this Agreement or our policies, we will not refund any amount paid to date for unused Premium Service.

Change Orders/Custom Work



If you request changes beyond what is available in the basic HUUB platform license, we will attempt to custom quote this work at a minimum of \$200/hr. All changes must be submitted in writing via change order.

c. Upgrades

We will continually be updating the product. As a result if you choose to upgrade to any new features these contract terms will be applied, unless a new contract is drafted.

e. Renewals

The Service Provider reserves the right to increase subscription fees annually, with any increase capped at a specified percentage (e.g., 5%-10%) of the prior year's fees. Adjustments will reflect changes in operational costs, inflation, and market conditions. The Service Provider will notify the Customer in writing of any planned fee increase at least 60 days prior to the renewal date and provide justifiable evidence of the increase request. This notification will include details of the new subscription rate and the effective date. Any annual price increase will not exceed 10% unless mutually agreed upon in writing.

Customers retain the right to terminate their subscription prior to the renewal date if they do not accept the adjusted pricing and will have no obligation to pay any additional fees or costs. Written notice of termination must be provided at least 60 before the renewal date.

## 8. Disclaimers and Limitation of Liability

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF HUUB LLC ENTITIES TO YOU. "HUUB LLC ENTITIES" MEANS HUUB LLC, AND ANY SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

a. WE ARE PROVIDING YOU THE SERVICE, ALONG WITH OUR CONTENT AND MATERIALS AND THE OPPORTUNITY TO CONNECT WITH OTHERS, ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HUUB LLC ENTITIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY AND COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE.

b. HUUB LLC MAKES NO PROMISES WITH RESPECT TO, AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR: (i) CONTENT POSTED BY ANY MEMBER, HOST, OR THIRD PARTY, (ii) ANY THIRD-PARTY WEBSITE, THIRD-PARTY PRODUCT, OR THIRD-PARTY SERVICE LISTED ON OR ACCESSIBLE TO YOU THROUGH THE SERVICE, INCLUDING AN INTEGRATED SERVICE PROVIDER (iii) THE QUALITY OR CONDUCT OF ANY THIRD PARTY, HOST, OR MEMBER YOU ENCOUNTER IN CONNECTION WITH YOUR

USE OF THE SERVICE. HUUB LLC MAKES NO WARRANTY THAT (a) THE SERVICE OR ANY HUUB Community WILL MEET YOUR REQUIREMENTS, (b) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS OR INFORMATION THAT YOU MAY OBTAIN FROM THE USE OF THE SERVICE, OR ANY HUUB Community, WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY HUUB Community, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE.

c. YOU AGREE THAT UNDER THE MAXIMUM EXTENT PERMITTED BY LAW, HUUB LLC ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT HUUB LLC ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR

EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR LOSS OF DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING OUT OF IN ANY WAY CONNECTED WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICE.

d. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICE IS TO STOP USING THE SERVICE.

e. WITHOUT LIMITING THE FOREGOING, HUUB LLC'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT IS LIMITED TO AN AMOUNT NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000).

### **9. Indemnification; Insurance**

Except for claims arising under HUUB LLC's indemnification obligations or from HUUB LLC's gross negligence, willful misconduct or violation of law, you agree to release, indemnify, and defend HUUB LLC Entities from all third-party claims and costs (including reasonable attorneys' fees) arising out of or related to: i) your use of Service, ii) Your Content, iii) your conduct or interactions with other Hosts or Members of the Service, or iv) your breach of any part of this Agreement.

Except for claims arising under HUUB LLC's indemnification obligations or from HUUB LLC's gross negligence, willful misconduct or violation of law, you also agree to release, indemnify, and defend your Hosts and Members from all third-party claims and costs arising out or related to: i) your use of the Service, ii) Your Content, iii) your conduct or interactions with Hosts or Members, or iv) your breach of any part of this Agreement.

HUUB LLC will indemnify, defend, and hold harmless County 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 the Service. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify HUUB LLC promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve HUUB LLC of its obligations only if and to the extent that such delay or failure materially prejudices HUUB LLC's ability to defend such lawsuit or claim. County will give HUUB LLC sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that HUUB LLC may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the Service. Without in anyway affecting the indemnity herein provided and in addition thereto, HUUB LLC shall secure and maintain throughout the Agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment 1, as attached hereto and incorporated herein.

## **10. Dispute Resolution, Arbitration, and Class Action Waiver**

We hope that our customer success team can resolve any issues you may have. However, if that does not work, then both parties agree to resolve any dispute arising out of these terms exclusively by individual, nonbinding arbitration. The term “dispute” is to be given the broadest possible meaning that will be enforced, and will include disputes related to your use of the Service, this Agreement (including the scope of this provision), regardless of whether such disputes are based in contract, tort, statute, fraud, unfair competition, or some other legal theory. Disputes regarding privacy shall be resolved by the mechanisms outlined in our Privacy Policy.

The arbitration process can be a faster, simpler, less formal, and less expensive route than filing a lawsuit and going to court. In arbitration you are still entitled to a fair hearing, but your rights will be determined by a neutral arbitrator (and not a judge or jury).

Each party here agrees to try in good faith for 30 days to informally resolve any dispute before starting nonbinding arbitration. A party who intends to seek arbitration must first send the other a written notice that describes the nature and basis of the dispute as well as the relief sought. If you want to send such a notice to us, send it to [legal@myhuub.com](mailto:legal@myhuub.com). If we want to send such a notice to you, we will send it to the email address associated with your account. If the parties do not reach an agreement to resolve the dispute within 30 days after the date the notice was sent, then the parties may start arbitration as described below.

This section does not: (i) prevent either party from litigating any dispute in small claims court; (ii) apply to disputes arising out of or related to infringement or other misuse of our intellectual property rights; or (iii) prevent either party from bringing a dispute to the attention of any federal, state, or local government agencies regardless of any participation and decision in nonbinding arbitration.

## 11. General Legal Terms

Changes to these Terms.

We may amend this Agreement (including any policies, such as the Privacy Policy, HUUB Acceptable Use Policy, HUUB Copyright Policy , and HUUB Trademark Policy that are incorporated into this Agreement) at any time at our sole discretion. If we amend the terms to this Agreement, such amendment will be effective after we send you notice of the amended agreement. Such notice will be in our sole discretion and manner of notification could include, for example, via email, posted notice on the Service, or other manner. Your failure to cancel your account, or cease use of HUUB, after receiving notification of the amendment, will constitute your acceptance of the amended terms. If you do not agree to the amendments or to any of the terms in this Agreement, your only remedy is to cancel your account or to cease use of HUUB.

### a. Governing Law and Jurisdiction.

You agree that HUUB is operated in the United States and will be deemed to be solely based in California and a passive service for purposes of jurisdictional analysis. For any claims for which nonbinding arbitration is inapplicable, you agree that such claims will be brought in federal or state court in San Bernardino County, California and governed by laws of the state of California , without regard to any conflict of law provisions.

### b. Use Outside of the United States.

HUUB LLC expressly disclaims any representation or warranty that the Service complies with all applicable laws and regulations outside of the United States. If you use the Service outside of the United States, you expressly understand and agree that you are responsible for determining compliance with different laws, regulations, or customs that may apply in connection with your use of the Service.

### c. Export.

The Service is controlled and operated from our United States offices in Arizona. HUUB software is subject to United States export controls. No software for HUUB may be downloaded or otherwise exported or re-exported in violation of any applicable laws or regulations. You represent that you are not (1) located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country, and (2) listed on any U.S. government list of prohibited or restricted parties.

### d. Applications and Mobile Devices.

If you access the Service through a HUUB mobile application, you acknowledge that this Agreement is between you and HUUB LLC only, and not with another application service or application platform provider (such as Apple, Inc. or Google Inc.), which may provide you the application subject to its own terms. To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply..

e. Survival.

The following provisions will survive expiration or termination of this Agreement: Sections 1(f)(Termination), 1(g)(Feedback), 2(b)-(c)(Your Content and Your Responsibilities for Your Content), 4(a)(Data) and 4(b)(Our Content and Materials), Section 5(c)(Representation and Warranty of Hosts), any outstanding payment obligations pursuant to Section 7(Premium Services) and Sections 8-11.

f. Notice for California Users.

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Service is provided by HUUB LLC, located in Mesa, Arizona. If you have a question or complaint regarding the Service, please contact HUUB LLC at support@myhuub.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

g. Government End Users.

Any HUUB software and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 (as applicable). Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202- 1 through 227.7202-4 (as applicable), the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. government end users: (i) only as Commercial Items; and (ii) with only those rights as are granted to all other end users pursuant to this Agreement.

h. Assignment.

Neither party can assign or transfer this Agreement (or any of their rights or obligations under this Agreement) without the other party's prior written consent; any attempted assignment or transfer without complying with the foregoing will be void. This Agreement insures to the benefit of and is binding upon the parties and their respective legal representatives, successors, and assigns.

i. Electronic Communications.

You consent to receive communications from us by email in accordance with this Agreement and applicable law. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically will satisfy any legal requirement that such communications be in writing.

j. Entire Agreement / Severability.

This Agreement supersedes all prior terms, agreements, discussions and writings regarding the Service and constitutes the entire agreement between you and us regarding the Service, except as provided for in Section 7. If any provision in this Agreement is found to be unenforceable, then that provision will not affect the enforceability of the remaining provisions of the agreement, which will remain in full force and effect.

k. Interpretation.

In construing or interpreting the terms of this Agreement: (i) the headings in this Agreement are for convenience only, and are not to be considered, and (ii) no presumption is to operate in either party's favor as a result of its counsel's role in drafting this Agreement.

l. Notices.

All notices permitted or required under this Agreement, unless specified otherwise in this Agreement, must be sent in writing as follows in order to be valid: (i) if to you, by us via email to the address associated with your account, and (ii) if to us by you via [legal@myhuub.com](mailto:legal@myhuub.com). Notices will be deemed given (a) if to you, when emailed, and (b) if to us, on receipt by us.

m. Relationship.

This Agreement does not confer any third-party beneficiary rights and does not create a joint venture, agency, partnership, or other form of joint enterprise between you and us. Except as expressly provided herein, neither party has the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

n. Waiver.

No waiver of any terms will be deemed a further or continuing waiver or such term or any other term. Our failure to assert a right or provision under this Agreement will not constitute a waiver of such right or provision.

o. Further Assurances.

You agree to execute a hard copy of this Agreement and any other documents, and take any actions at our expense that we may request to confirm and effect the intent of this Agreement and any of your rights or obligations under this Agreement.

p. Contact.

Feel free to contact us at [support@myhuub.com](mailto:support@myhuub.com) with any questions about these terms.

q. Agreement to Terms.

When you use the Service, you agree to the terms of use set forth in this agreement (including the Privacy Policy and HUUB Acceptable Use Policy), regardless of whether you are a registered user.

r. Changes to the Service.

We are always trying to improve your experience on the Service. We may need to add or change features and may do so without notice to you.

s. Electronic Signature.

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.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND SERVICE PROVIDER (OR ITS APPLICABLE AFFILIATE).

**HUUB LLC**

Jenny Poon, CEO

DocuSigned by:  
*Jenny Poon*  
B4D29338C06A40B...  
Signature

1/9/2025

Date

225 E Main St, Mesa, AZ 85201

Address

**San Bernardino County**

Dawn M. Rowe **Chair, Board of Supervisors**

Name, Title

*Dawn M Rowe*  
Signature

JAN 14 2025

Date

Address

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

By





**ATTACHMENT 1  
INSURANCE REQUIREMENTS**

HUUB LLC agrees to provide insurance set forth in accordance with the requirements herein. If HUUB LLC uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, HUUB LLC 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, HUUB LLC shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
  - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of HUUB LLC and all risks to such persons under this Agreement. If HUUB LLC has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance – HUUB LLC shall carry General Liability Insurance covering all operations performed by or on behalf of HUUB LLC 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 HUUB LLC 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 HUUB LLC owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability –Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits  
or  
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the Agreement work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after Agreement completion.

- f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
2. Additional Insured. All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
  3. Waiver of Subrogation Rights. HUUB LLC shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit HUUB LLC and HUUB LLC’s employees or agents from waiving the right of subrogation prior to a loss or claim. HUUB LLC hereby waives all rights of subrogation against the County.
  4. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
  5. Severability of Interests. HUUB LLC 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 HUUB LLC and the County or between the County and any other insured or additional insured under the policy.
  6. Proof of Coverage. HUUB LLC 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, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice

to the Department, and HUUB LLC shall maintain such insurance from the time HUUB LLC commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Agreement, HUUB LLC shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County 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 County will be promptly reimbursed by HUUB LLC or County payments to HUUB LLC will be reduced to pay for County purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. HUUB LLC agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.



## ATTACHMENT C

### Campaign Contribution Disclosure (SB 1439)

#### DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: HUUB LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Jenny Poon
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
Jenny Poon
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
HUUB LLC	Jenny Poon	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

N/A	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If **no**, please skip Question No. 10.

Yes  If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.



Jenny Poon, CEO, HUUB