

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

Contract Number

24-575

SAP Number

County Counsel

Department Contract Representative Eva Magana
Telephone Number 387-5456

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

Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center 1710001000

Briefly describe the general nature of the contract:

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

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Bonnie Uphold
Bonnie Uphold, Supv. Deputy County Counsel

Date 6/5/2024

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____



TO:

Name ("Customer", "You", "Your"): SAN BERNARDINO COUNTY

Address: 385 N ARROWHEAD AVE 4TH FLSAN BERNARDINO, CA 92415-0140

FROM:

CeriFi, LLC ("CeriFi", "We", "Our")

3625 Brookside Pkwy #450, Alpharetta, GA 30022

Your West LegalEdcenter subscription is already active under your prior agreement with Thomson Reuters/West Publishing Corporation ("TR"). CeriFi acquired West LegalEdcenter from TR on November 30, 2022 and has been providing your service. We will now maintain all contracts for West LegalEdcenter, including this account.

To continue access to West LegalEdcenter, please accept this Agreement.

Your subscription Agreement:

SKU/Material#: WLEC
Description/Product: West LegalEd Center
Annual Charge: \$499.26 a month Total: \$5491.85 Amount \$499.26 past due
Subscription Term: 03/01/2024-02/01/2025

Additional Terms and Conditions ("Terms") may apply. You may review the Terms [here](#).

By accepting this Agreement ("Effective Date") you ensure uninterrupted access to West LegalEdcenter. Your subscription continues for the period listed in the Subscription Term, starting the first day of the month following the Effective Date. You will be charged the Annual Charge shown above, plus any applicable sales, use, or value added tax (VAT) unless you are tax exempt.

Your subscription automatically renews at the end of the Subscription Term (the "Renewal Term"). Each Renewal Term is 12 months and includes a 7% price increase unless we notify you of a different rate at least 90 days before each Renewal Term starts. This is the same renewal terms as your TR subscription. Either party, CeriFi or Customer, can cancel in writing 60 days before a Renewal Term starts. Send cancellation notice to Customer Service, CeriFi, LLC, 3625 Brookside Pkwy, #450, Alpharetta, GA 30022.

If you fail to pay your invoiced charges you are responsible for collection costs including attorneys' fees, where allowed by law. This Agreement will be interpreted under Georgia state law and any claim shall be brought in the state or federal courts in Georgia. If you are a United States federal government customer federal law applies, and any claim may be brought in any federal court.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective,
as of this Effective Date: March 1, 2024

CERIFI TERMS OF USE FOR WEST LEGALEDCENTER

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

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

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

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

1. Changes to Terms

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

2. Changes to Website

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

3. Electronic Communications

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

4. User Accounts and Security

If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete, and accurate information. You must provide truthful information; do not attempt to impersonate anyone else when you create your account. As part of the registration process, you also will choose a password. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for all activities that occur under your account. You agree to notify CeriFi immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss that you may incur because of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by CeriFi or another party due to someone else using your account or password. You may not use anyone else's account at any time.

5. User Content Guidelines

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

6. Privacy Policy

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

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

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10. Indemnification

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

11. Governing Law

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