

SOFTWARE LICENSE AGREEMENT

1. This is an agreement between Biometrics4ALL, Inc. ("Licensor") and the "Licensee" who purchased the license or subscribed to the use the Biometrics4ALL Software ("Software").
2. Licensee acknowledges that this is only a limited nonexclusive license. Licensor is and remains the owner of all titles, rights, and interests in the Software.
3. **Software Installation.** This License permits the Software to be installed on one computer and must be used with the Licensor's designated fingerprint scanner or scanners. Licensee shall not make copies of the Software or allow copies of the Software to be made by others. Licensee may make copies of the Software for backup purposes only.
4. **Software Use.** Licensee shall use the Software according to the documentation and must not infringe on any third party's intellectual property rights or violate any government laws and regulations. Licensee shall not modify any software configurations without the Licensor's explicit permission. Licensee shall not reassign this license to a third party without the Licensor's explicit permission. Software License subscription is only valid when the software is covered by one of the Biometrics4ALL Maintenance Plans.
5. **Limited Warranty.** Licensor warrants to Licensee that the physical medium on which this Software is distributed is free from defects in materials and workmanship under normal use, the Software shall perform according to its documentation. This limited warranty lasts for a period of 90 days after delivery unless otherwise stated in the sales quote, agreement, or contract. To the extent permitted by law, THE ABOVE-STATED LIMITED WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE. Any action for breach of this limited warranty must be commenced within one year of the expiration of the warranty. Because some jurisdictions do not allow any limit on the length of an implied warranty, the above limitation may not apply to this Licensee. If the law does not allow disclaimer of implied warranties, then any implied warranty is limited to 90 days after delivery of the Software to Licensee. Licensee has specific legal rights pursuant to this warranty and, depending on Licensee's jurisdiction, may have additional rights.
6. Notwithstanding the foregoing, LICENSOR IS NOT LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING COMPENSATORY, LOSS OF PROFIT, LOSS OF RECORDS, RECORD REJECTIONS, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, CONNECTED WITH OR RESULTING FROM THIS LICENSE AGREEMENT OR LICENSEE'S USE OF THIS SOFTWARE. Licensor's total liability to Licensee for damages, costs and expenses shall not exceed the compensation received by the Licensor under this agreement. Licensee's jurisdiction may not allow such a limitation of damages, so some limitation may not apply.
 - a. Neither parties shall be liable for any damages related to outages, interruptions, record losses, record rejections, or circumstances beyond their control.
 - b. Licensor shall not be responsible or liable for any of the Licensee's record content including but not limited to fingerprint quality, data accuracy, or improper software operation.
 - c. Both parties shall take all reasonable precautions to safeguard the privacy and confidentiality of all of the received data; however, Licensor shall not be responsible for any loss or dissemination of



Licensee's data or materials unless it results from Licensor's willful misconduct or gross negligence.

7. Licensor Indemnity: Licensor shall indemnify, defend and hold harmless Licensee, the State of California, the Trustees of the California State University, California State University, Fresno, and all of said entities' employees, agents, representatives, directors and officers ("Licensee Indemnitees") from and against a claim that the Software, as delivered and as used within the scope of this Agreement, infringes a copyright, patent, trade secret or other proprietary rights, that Licensor has infringed the intellectual property rights of another, or that Licensor has otherwise misappropriated a trade secret in developing the Software.

Intentionally omitted.

8. Licensor has the right to make Software modifications at any time for compliance, uniformity, and supportability purposes.
9. Licensor has the right to terminate this License Agreement and Licensee's right to use this Software upon any material breach by Licensee, expiration of subscription, or non-payment.
10. In case of a Licensee breach of the Software Installation, Software Use, or termination of License, the Licensee shall, at Licensee's expense, return all copies of the Software to Licensor or destroy the Software to the Licensor's satisfaction. Upon breach, Licensee shall forfeit any right to refund.
11. This License Agreement is the entire agreement between Licensor and Licensee regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between Licensor and Licensee regarding the Software.
12. This License Agreement is governed by the law of California applicable to California Agreements.
13. This License Agreement is valid without Licensor's signature. It becomes effective upon the earlier of Licensee's signature or Licensee's use of the Software.
14. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.
15. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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IN WITNESS WHEREOF, Licensee hereby explicitly agrees with the terms stated in this Agreement.

LICENSEE

Company Name

(if applicable): County of San Bernardino

Signed: _____

Print Name: Curt Hagman

Title: Chairman of the Board of Supervisors

Date: _____

LICENSOR

Biometrics4ALL, Inc.

Signed: _____

Print Name: Edward Chen

Title: President/CEO

Date: _____



BIOMETRICS4ALL WARRANTY AND MAINTENANCE AGREEMENT

Biometrics4ALL hereby agrees to provide the service specified herein to the "Subscriber" who purchased Maintenance Services, pursuant to the Terms and Conditions as set forth herein.

TERMS

This Agreement shall be in effect during the initial one year warranty period or any period as specified on the paid Biometrics4ALL invoice for the "Covered System"(s). This Agreement will be automatically renewed for the period specified on a paid invoice. Either party may terminate the Agreement by mailing notice to that effect to the last known principal office of the other party with a 30-day notice.

Biometrics4ALL reserves the exclusive right not to sell or provide maintenance coverage to any Subscriber whose maintenance coverage has expired.

COVERED SYSTEM(S) – See invoice for details

Biometrics4ALL agrees to provide maintenance and support services for the covered sites, software, hardware (by serial numbers or named parts), and configurations as agreed to by the parties and paid for by the Subscriber. Tampering with any component by the Subscriber may void the maintenance coverage of the component. "Covered System" does not include the operating system, Subscriber-developed software, and third-party software (except third party software embedded in the Covered System by Biometrics4ALL). "Covered System" does not include third party hardware or software obsolescence.

MAINTENANCE SERVICES OPTIONS

Maintenance Services are intended to maintain the Covered System in working order, keeping it free from material defects, and updates to picklist tables in accordance with government requirements. Inclusion of services are determined by the Maintenance Service Option purchased or stated on the paid Invoice.

A. OPTION: SOFTWARE MAINTENANCE SERVICE

The Software Maintenance Service includes help desk support calls to troubleshoot any system issues, resolve identified software issues, maintain a software version that is compatible with governing specifications, make available updates to picklist tables, and assist Subscribers with hardware repair or replacement at an additional cost. Software Maintenance Service is provided in accordance to the *Level of Service* defined.

Software Maintenance Service does not include loaned equipment while hardware or software is under repair or replacement. Loaner equipment may be attained at a discounted rate.

Software Maintenance Service hours are:

- Monday through Friday (except U.S. Federal Holidays)
- 9am - 5pm Subscriber's Time Zone

B. OPTION: STANDARD MAINTENANCE SERVICE

The Standard Service includes help desk support calls to troubleshoot system issues, resolve identified software issues, maintain a software version that is compatible with governing specifications, make available updates to picklist tables, and assist Subscribers with hardware repair or replacement at no cost



(Subscriber is responsible to ship the hardware to Biometrics4ALL at its own expense). Standard Maintenance Service is provided in accordance to the Level of Service defined.

Standard Maintenance Service hours are:

- Monday through Friday (except U.S. Federal Holidays)
- 9am - 5pm Subscriber's Zone

Biometrics4ALL is responsible to configure the replacement system and any repair costs associated with the Covered System and is responsible for the shipping via freight shipment to the Subscriber. The Subscriber is responsible for the shipping to Biometrics4ALL with proper shipping packaging. In the event the repair equipment is deemed repairable or not cost effective to repair; Biometrics4ALL, at its sole discretion, will determine if loaner or permanent replacement equipment will be shipped to the Subscriber.

C. OPTION: 24/7 SERVICE

The 24/7 Service provides the same service as the *Standard Service*, except the service hours are not limited.

D. OPTION: ON-SITE SERVICE

On-Site Service is an add-on option to the *Standard Service* or *24/7 Service* where personnel is dispatched to the Subscriber's premises to assist with the troubleshooting or installation of the replacement equipment. On-site personnel are dispatched after all reasonable remote repair attempts have been exhausted. On-site personnel are dispatched within 24 hours from the time remote repair options have been deemed exhausted.

E. OPTION: 7 YEAR REFRESH SERVICE

The 7 Year Refresh Service is an add-on option to the *Standard Service* or *24/7 Service* where the hardware is automatically replaced between year 5 and end of 7 years. Biometrics4ALL reserves the exclusive right to determine the exact date of the replacement between years 5 through 7. Replacement equipment will be of equal or better specification than the original specification. Biometrics4ALL is responsible for configuring the replacement equipment and the cost of shipment to the Subscriber. The Subscriber is responsible for the shipping of the original equipment back to Biometrics4ALL upon Biometrics4ALL's request or disposal of the hardware if instructed by Biometrics4ALL. The Subscriber is responsible for the installation and training of the replaced equipment. Installation or training services from Biometrics4ALL will be available at additional cost.

F. OPTION: TIME AND MATERIAL (T&M) SERVICE

Time and Material (T&M) Service requires the completion of a T&M Service Agreement prior to any service being performed. The T&M Service Agreement includes credit card payment authorization, acknowledgement of the one hour labor minimum with fifteen minimum incremental billing thereafter, acceptance of the financial responsibility for any software upgrades, material, shipping and/or travel charges by Biometrics4ALL. T&M services labor is currently set at \$180 per hour, \$180 per picklist table update, and \$990 per software upgrade; prices are subject to change without notice. Upon the execution of the T&M Service Agreement, Biometrics4ALL staff will engage in the requested support.



SERVICE CONDITIONS

A. REMOTE ACCESS

Effective Software Maintenance is only possible if Subscriber provides Biometrics4ALL with reasonable and high-speed access to the Covered System(s), including, but not limited to, system data, file transfer capabilities, and remote log-in and control capabilities.

Biometrics4ALL will maintain secured access to the Covered System(s) and limit remote access solely for the purposes of providing support. Biometrics4ALL will comply with Subscriber's standard security procedures when requested by the Subscriber. Information accessed by Biometrics4ALL employees or contractors as a result of accessing Subscriber's system shall be deemed Confidential Information. The Subscriber shall provide a telephone accessible to the operator of the Covered System(s) for remote support.

B. ISSUE REPORTING AND TRACKING PROCEDURES

Subscriber may designate up to three authorized individuals who can request service. If not designated, Biometrics4ALL will designate the individual who purchased the Covered System(s) and the first 2 other individuals who have made contact with Biometrics4ALL. Biometrics4ALL help desk staff will provide an Issue Tracking Number for each incident. The Subscriber shall reference the Issue Tracking Number for all subsequent follow up activities.

C. COMPUTER REPLACEMENT

Subscriber agrees to repurchase and refresh the Covered System(s) computer at least once every 5 years.

LEVEL OF SERVICE

A. SEVERITY 1

Produces an emergency situation in which the multiple systems or entire Covered Systems are inoperable, produces incorrect results, or fails catastrophically. Biometrics4ALL will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone or email will be provided within eight (8) business hours. If the problem is not resolved, Biometrics4ALL will continue to exercise best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to Subscriber as a work-around or as an emergency software fix. If Biometrics4ALL delivers an acceptable work-around, the severity classification will drop to a Severity 2 or lower.

B. SEVERITY 2

Produces a detrimental situation in which performance (throughput or response) of the Covered System degrades substantially under reasonable workload, such that there is a severe impact on use.

These scenarios include:

1. The Covered System is usable, but materially incomplete.
2. One or more mainline functions or commands are inoperable.
3. The use is otherwise significantly impacted.

Biometrics4ALL will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within eight (8) business hours. If the problem is not resolved, Biometrics4ALL will continue to exercise best efforts to resolve a Severity 2 problem within five (5) days. The resolution will be delivered to



the Subscriber in the same format as Severity 1 issues. If Biometrics4ALL delivers an acceptable workaround for a Severity 2 problem, the severity classification will drop to a Severity 3 or lower.

C. SEVERITY 3

Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner. This can be described as the user suffers little or no significant impact. Biometrics4ALL will exercise best efforts to resolve a Severity 3 problem in the next maintenance release.

D. SEVERITY 4

Produces a noticeable situation in which the use is affected in some way which can be reasonably corrected by a documentation change or by a future (regular) release from Biometrics4ALL. Biometrics4ALL will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

E. SOFTWARE MAINTENANCE

During the term of this Agreement, Biometrics4ALL will maintain the Covered System by providing software updates and enhancements to Subscriber's Covered System at least once per year. All software updates and enhancements provided to the Subscriber by Biometrics4ALL pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- Bug fixes;
- Enhancements to keep current with changes to Regulations.
- Enhancements to maintain software compatibility with the latest Microsoft Operating System (OS) upon deeming the OS is stable, typically six months to one year from the OS initial release. New releases can be provided to the Subscriber provided that the Covered System's current hardware and OS is compatible.
- Software updates do not include any OS updates except for security patches as provided by Microsoft.
- New software functionality that is a part of the Covered System's core functionality.
- Software performance enhancements to Covered System.
- Software updates to conform to receiving agency specifications.

Software updates do not include the following:

- Labor associated with:
 - Change or transfer to different hardware platforms
 - Change or transfer to different operating systems
- New modules that are not a part of the Covered System's core functionality

Updates to software will be provided in files consisting of machine-readable format (executable). Updates to related documentation will be provided in electronic format. Biometrics4ALL shall not be obligated to provide changes to releases that are older than three (3) years from its initial release. Subscribers shall pay for all changes to non-current releases, while upgrades to latest releases are provided free of charge.

SERVICE EXCLUSIONS

Maintenance Services are intended to keep the Covered System(s) in normal operating condition. However, technology evolves over time, sometimes quickly, and often out of Biometrics4ALL's control. Therefore, the following exclusions apply:



- Biometrics4ALL assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered System if the Subscriber has made changes to the system hardware, software configuration, or modifications to any supplied applications which may affect the performance of the Covered System and were made without prior notification and written approval by Biometrics4ALL.
- Biometrics4ALL assumes no responsibility for the operation or performance of any Subscriber-written or third-party application.
- Maintenance does not cover custom programming services.
- Any hardware or software obsolescence.
- Operating System.
- Incompatibility between hardware and software due to inadequate hardware performance or lack of driver availability.
- Any hardware failure resulting from physical damage, misuse, or operation not in accordance with Biometrics4ALL instructions.

UNAUTHORIZED REPAIR

The Subscriber shall not make or attempt any unauthorized repairs. All repairs shall be made by authorized Biometrics4ALL employees or its authorized vendors. In the event that such an unauthorized repair or attempts to repair are made by the Subscriber, Biometrics4ALL reserves the exclusive right to void all coverage under this Agreement. Biometrics4ALL shall not be responsible for any costs incurred by the Subscriber from unauthorized repairs.

REPAIR PARTS

All removed parts which are replaced under repair shall become the property of Biometrics4ALL. Biometrics4ALL reserves the right to use comparable performing parts for all repairs.

FEES AND PAYMENTS

Biometrics4ALL reserves the exclusive right to set all Maintenance Service prices. Biometrics4ALL shall invoice Subscribers for the Maintenance Service. Any delinquent balance must be cleared before a new Maintenance Service Agreement may be executed. Any payments made by the Subscriber will apply to all delinquent invoices prior to being applied towards future Maintenance Service Agreements. Maintenance must be paid in advance on a quarterly or annual basis.

TAXES

The Subscriber is exclusively responsible for all applicable sales tax. Each party is responsible for its own national, state, or local taxes other than sales tax which may result from income, employment, and all other taxable activities. The Subscriber shall have no liability for the failure of Biometrics4ALL to remit tax payments to the proper taxing authority.

LIMITED LIABILITY

Biometrics4ALL's Maintenance Service pricing reflects the allocation of risk and limitation of liability specified below.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER PARTY'S LOST PROFITS, OR



SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN AGREEMENT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

- Biometrics4ALL and Subscriber shall not be responsible for any outages, interruptions, or circumstances beyond its control. This shall include but not be limited to record loss or record rejection.
- Biometrics4ALL shall not be responsible or liable for any of the Subscriber's record content including but not limited to fingerprint quality, data accuracy, or improper software operation.
- Biometrics4ALL's total liability to Subscriber for damages, costs, and expenses shall not exceed the compensation received by Biometrics4ALL under this Agreement.
- Both parties shall take all reasonable precautions to safeguard the privacy and confidentiality of all of the received data; however, Biometrics4ALL shall not be responsible for any loss or dissemination of the Subscriber's data or materials unless it results from Biometrics4ALL willful misconduct or gross negligence.
- Notwithstanding the foregoing, the provisions of this Limited Liability provision shall not limit, reduce or restrict Licensor's obligations under the Indemnification provisions of this Agreement.

DISPUTE RESOLUTION

- **PREVENTION OF CLAIMS.** Biometrics4ALL acknowledges that differences may arise between Biometrics4ALL and Subscriber, which may become claims against one another. Biometrics4ALL and Subscriber agree to identify differences in advance and discuss the potential causes of disputes. In good faith, we agree to reach a reasonable resolution and financial settlement.

INSURANCE COVERAGE

Client shall procure and maintain throughout the term of this Agreement a policy at Client's sole cost to insurance coverage required by applicable law for the performance of the Services that shall include a minimum of the following:

- Commercial General Liability coverage with a single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
 - Professional liability/error and omissions coverage with a single limit of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate.
 - Statutory Workers' Compensation, Disability Coverage and Unemployment Insurance.
1. **Additional Insured** – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the Client and its officers, employees, agents and volunteers as additional insureds 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 Client to vicarious liability but shall allow coverage for the Client 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 2010.1185.
 2. **Waiver of Subrogation Rights** – Biometrics4all shall require the carriers of required coverages to waive all rights of subrogation against the Client, its officers, employees, agents, volunteers, contractors and



subcontractors. All general or auto liability insurance coverage provided shall not prohibit Biometrics4all and Biometrics4all's employees or agents from waiving the right of subrogation prior to a loss or claim. Biometrics4all hereby waives all rights of subrogation against the Client.

3. 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 Client.
4. Severability of Interests – Biometrics4all 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 Biometrics4all and the Client or between the Client and any other insured or additional insured under the policy.
5. Proof of Coverage – Biometrics4all shall furnish Certificates of Insurance to the Client Department administering the Contract evidencing the insurance coverage, including endorsements, as required, 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 Biometrics4all shall maintain such insurance from the time Biometrics4all commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, Biometrics4all 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.
6. 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".
7. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
8. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the Client has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the Client will be promptly reimbursed by Biometrics4all or Client payments to Biometrics4all will be reduced to pay for Client purchased insurance.
9. Insurance Review – Insurance requirements are subject to periodic review by the Client. 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 Client. 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 Client, inflation, or any other item reasonably related to the Client's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Biometrics4all agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the Client 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 Client.

10. Biometrics4all agrees to provide insurance set forth in accordance with the requirements herein. If Biometrics4all uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Biometrics4all agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, Biometrics4all shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers 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 Biometrics4all and all risks to such persons under this Contract. If Biometrics4all has no employees, it may certify or warrant to the Client 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 Client's Director of Risk Management. With respect to vendors 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 – Biometrics4all shall carry General Liability Insurance covering all operations performed by or on behalf of Biometrics4all providing coverage for bodily injury and property damage with a combined single limit of not less than two million dollars (\$2,000,000), per occurrence. The policy coverage shall include:
 1. Premises operations and mobile equipment.
 2. Products and completed operations.
 3. Broad form property damage (including completed operations).
 4. Explosion, collapse and underground hazards.



5. Personal injury.
 6. Contractual liability.
 7. \$2,000,000 general aggregate limit.
- c. 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.
- d. Professional Liability – Professional Liability Insurance with limits of not less than two million (\$2,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.
- or
- Errors and Omissions Liability Insurance with limits of not less than two million (\$2,000,000) and two million (\$2,000,000) aggregate limits.
- or
- Directors and Officers Insurance coverage with limits of not less than two million (\$2,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the Client.
- 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 contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.
- e. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving 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 Client entities and cover breach response cost as well as regulatory fines and penalties.

CONFIDENTIALITY

Parties acknowledge that in the course of providing services, Confidential Information may be exposed to the other party. This includes, but not limited to, customer data, business terms, pricing strategies, capabilities, email communications, etc. Except as required by law, Receiving Party agrees to not publish or share such confidential information with any third party without the Disclosing Party’s explicit written consent.



ENTIRE AGREEMENT

This is the entire agreement between the parties. It replaces and supersedes any previous oral and written agreements between the parties. Any modifications or amendments to this Agreement must be in writing, signed, and dated by Biometrics4ALL and Subscriber.

GOVERNING LAW

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of California as applied to transactions to be carried out wholly within California by California residents. Any proceedings relating to the subject matter hereof shall be maintained in the state or federal courts of Orange County, California, which courts shall have exclusive jurisdiction for such purpose. Each of the parties waives any objection to venue or in personal jurisdiction, provided that service is effective.

INDEMNIFICATION

- Biometrics4ALL shall defend, indemnify and hold harmless Subscriber and its parent, affiliates and subsidiaries, and their officers, agents, and employees from all claims, suits, actions, demands, damages, liabilities, expenses (including reasonable fees and disbursements of counsel), judgments, settlements, and penalties of every kind (hereafter "Claims") made by or payable to a third party and arising from any bodily injury (including death) or physical damage to tangible or real property to the extent set forth below. If a claim is the result of the joint negligence, misconduct, or fault of Biometrics4ALL and Subscriber, the amount of the claim for which the indemnified party is entitled to indemnification shall be limited to that portion of the claim attributable to the negligence, misconduct or other fault of the other party.
- Each party shall promptly notify the other in writing of any claim covered by this indemnity or the indemnity set forth below. Promptly after receipt of such notice, the indemnifying party shall assume the defense of such claim with counsel reasonably satisfactory to the other party. If the indemnifying party fails, within a reasonable time after receipt of such notice, to assume the defense with counsel reasonably satisfactory to the other party, then such other party shall have the right to undertake the defense, compromise and settlement of such claim for the account and at the expense of the indemnifying party. The indemnified party shall provide reasonable assistance to the indemnifying party, at the indemnifying party's cost and expense, in connection with any claim. Notwithstanding the foregoing, if the indemnified party in its sole discretion so elects, such indemnified party may also participate in the defense of such claims on a noncontrolling basis by employing counsel at its expense, without waiving the indemnifying party's obligations to indemnify or defend. A Party shall neither settle nor compromise any claim or consent to the entry of any judgment without the prior written consent of the other party and without an unconditional release of all liability by each claimant or plaintiff with respect to such other party.

SEVERABILITY

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.



Electronic Signature

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, Subscriber hereby explicitly agrees with the terms stated in this Agreement.

SUBSCRIBER

Company Name

(if applicable): County of San Bernardino

Signed: _____

Print Name: Curt Hagman

Title: Chairman of the Board of Supervisors

Date: _____

Biometrics4ALL, Inc.

Signed: _____

Print Name: Edward Chen

Title: President/CEO

Date: _____

