KODIFY, LLC
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Services Agreement ("Agreement") is entered into as of _____, by and between the County of Sonoma and Kodify, LLC, a California limited liability company ("Kodify") (collectively, the "Parties"). Kodify is the owner of proprietary software. Kodify and Client agree that the following terms and conditions will apply to use of and access granted to the Software and any and all services provided under this Agreement. The Parties agree that in exchange for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the following terms and conditions will apply to the use of the Software by Client.

1. **Software.**

   1.1. **Definition.** "Software" is the computer software owned or distributed by Kodify for which Client is granted access and use pursuant to this Agreement; and any related documentation, user guides, installation instructions and release notes ("Documentation"), and updates provided by Kodify to Client.

   1.2. **Rights Granted.**

      1.2.1. **Grant.** Kodify grants to Client and Client accepts from Kodify a limited, non-exclusive, non-transferable right to access and use and permit Client's employees, personnel, and attorneys (collectively, "Authorized Users"), to access and use the Software, solely for Client's internal business until terminated in a manner consistent with the Termination Provision in Section 10. The Software shall not be used by Client, or by any Authorized Users, for, or on behalf of, any third party that is not expressly authorized to use the Software under this Agreement. Client shall identify specific individuals (as described in Exhibit A (the "Designated Users")) from the group of Authorized Users who will have access and login credentials to use the Software. The total number of Designated Users will not exceed the number set forth in Exhibit A, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the fees payable hereunder.

      1.2.2. **Restrictions.** Client shall **not**:

         1.2.2.1.   Grant any assignment, transfer, or sublicense of any of its rights under this Agreement without the express written prior consent of Kodify, which may be withheld, conditioned or delayed in Kodify's sole and absolute discretion;

1.2.2.2. Display or use only the Software in a medium and manner other than that specifically approved by Kodify; or

1.2.2.3. Directly or indirectly do, omit to do, or permit or assist in any act which will or may dilute the Software, or tarnish or bring into disrepute the reputation of or goodwill associated with the Software or Kodify, or which will or may invalidate or jeopardize any registration of any rights in and to the Software or any element thereof.

1.2.3. **Title.** Title to and ownership of all proprietary rights in the Software, and in any Software development made by Kodify, will at all times remain the property of Kodify. Kodify retains all rights, title and interest in the Software and in all improvements, enhancements, modifications, and derivative works of the Software including all rights to patent, copyright, trade secret, and trademark.

1.2.4. **Proprietary Notices.** Client agrees to reproduce any copyright, trademark and other proprietary notices contained on or in the Software and not to remove such notices.

1.2.5. **Protection and Security**. Client agrees to secure and protect the Software, monitor access to the Software, and ensure that there is no breach, compromise, or violation of Kodify's rights and title to the Software, by Client's employees, consultants, or independent contractors. In no event will the Client's standard of care be less than Client uses to protect its own confidential information.

1.2.6. **Designate Users**. Client agrees that each Designated User will access the Software only through the individualized credentials, provided by Kodify.

1.3. **Verification.** Upon at least thirty (30) days prior written notice, Kodify may inspect Client's organizational records related to Client's use of, and access to, the Software to ensure that Client complies with the terms of this Agreement. Such verification will be conducted during Client's regular business hours and will not unreasonably interfere with Client's business operations.

2. **Services.** "Services" as referenced herein shall refer to any or all services provided to Client by and through the Software as well as any of the specific Services described in the Statement of Work "SOW"), which is attached hereto and incorporated by this reference and any applicable "Customization Services," (as defined below) collectively. All Services (other than those provided through the Software) may be rendered by Kodify or by third parties selected by Kodify in Kodify's sole and absolute discretion. Subject to, and in accordance with the terms of this Agreement, "Customization Services," if any, shall mean any or all of the specific Customization Services (but only the specific services)

described in the Statement of Work for Customization, which is attached hereto and incorporated herein by this reference (the "SOWC"). (If the Parties agree that Kodify will provide additional services in the future (which shall be included in the definition of "Customization Services") such additional services may be provided by Kodify by means of a subsequent SOW executed by Kodify and the Client and specifically referencing this Agreement. Any such document shall not impact the validity or enforceability of this Agreement, which shall remain in full force and effect.)

2.1. **Software Maintenance and Professional Services.**

    2.1.1. Kodify will provide Maintenance Services for the Software during each period for which Client has paid Kodify's fees for use and access to the Software and any additional Customization Services as referenced in the SOW. Maintenance Services begin on the effective date of this Agreement. Maintenance Services shall only include updates to the Software and basic customer service and shall be provided when, as, and if, Kodify in its sole and absolute discretion determines such services are appropriate.

3. **Fees and Payment as Provided in this Agreement.**

    3.1. Client agrees to pay Kodify: (a) a monthly "Software Access Fee" as described in the Statement of Work "SOW" for each Designated User, due and payable on the first day of each month unless otherwise specified, and (b) any other applicable payments listed in the SOW. All payments must be made through the form of ACH, wire transfer, electronic transfer, or other method of payment acceptable to Kodify. Kodify reserves the right to request additional funds be paid at any time prior to or after launch of the Software, before proceeding with any work for the Client involving a substantial commitment of time and/or resources or if anticipated time and/or expenses associated with the Software increase above Kodify's initial expectations for any reason. All fees shall be due and payable in United States Dollars. In the event that Kodify does not charge Client a Software Access Fee, Client is still responsible for complying with this Agreement and for paying any costs arising out of this Agreement. If Client does not wish to pay any such increased Fees, costs, or charges, Client's sole remedy is to terminate this Agreement and cease using the Software.

    3.2. **Billing for Services.** Changes requested by the Client that are not included in the Services agreed in the SOW (as well as any changes requested on any work that has already been approved by Client or on the completed Software Product) will result in additional charges to Client and be billed at Kodify's billing rate at the time such Services are provided. The current billing rate for all Kodify services is $160 per hour, billed in minimum one-quarter of an hour increments. However, Kodify reserves the right to adjust its hourly rates periodically, to reflect advancing experience, capabilities, and seniority as well as general economic factors. Other additional work

requested by Client that is not specifically included in the Services agreed upon in the SOW, including but not limited to, requests for additional API parameters, front-end features, web application tools, or more complex programing or design than originally contemplated, may also require a new SOW between Kodify and Client and result in additional costs. In the event that any changes or additional work will result in significantly higher charges to Client than anticipated at the time of the signing of this Agreement or any SOW, Kodify will seek Client's approval before proceeding. If the charges for the Services increase, Kodify reserves the right to request that additional funds be paid at any time prior to or after completion of the Services, before proceeding with any work for the Client involving a substantial commitment of time and/or resources or if anticipated time and/or expenses associated with performing the Services increase above Kodify's initial expectations for any reason. Client shall not have access or use of the Software or any other web service and/or application developed pursuant to this Agreement unless and until Completion Payment is made.

3.3. **Delinquent Payments.** Any Software Access Fee or additional charges not received within ten (10) days of its due date will be deemed delinquent. If any amount remains delinquent thirty (30) days after its due date, Kodify reserves the right, in its sole and absolute discretion, to deactivate, refuse to activate, refuse to launch, and/or refuse to deliver the Software, until the Payment is received by Kodify. In case collection becomes necessary, Client shall be liable for all attorney and collection fees incurred from Kodify's efforts to collect any unpaid balance.

4. **Client Resources.** If requested by Kodify, Client shall provide workspace, telephone access, and parking, access to documents, all data related to Services and Software, (including, without limitation, financial and performance data) system specifications and other information, and adequate equipment and software, for Kodify to perform the Services requested by Client.

5. **Confidentiality.** The terms of this Agreement are confidential and shall not be disclosed by Client or by any agent of Client to any third party without Kodify's express written consent, except to the extent required under the California Public Records Act or pursuant to court order or subpoena. Neither Party shall disclose any confidential or proprietary information belonging to the other Party, to any third party, other than disclosures which might be made by Kodify related to the performance of the Services or in the process or rendering the Services. Confidential or proprietary information includes, but is not limited to information relating to research, development, trade secrets, techniques, coding, programing, criminal records, client lists or business affairs as well information, knowledge, trade secrets, data or know-how belonging to third parties in Kodify's possession, but not including information known prior to negotiation leading to this Agreement or information which is generally known or easily ascertainable

by persons of ordinary skill in computer design or programming or Client's industry, as applicable. Client shall provide access to documents; data related to the Services (including, without limitation, financial and performance data); system specifications; and other information, written content, images, graphics, and adequate equipment and software for Kodify to perform the Services. Nothing contained in this Agreement shall prevent Kodify from performing work similar or identical to the Services for others in Client's industry, including direct competitors. Kodify may also disclose that Kodify has performed Services for Client and that Client is a Kodify client.

6. **Intellectual Property Rights.**

   6.1. This Agreement is intended to provide Client with a limited, non-exclusive, non-transferable right to access and use and to permit Authorized Users, to access and use the Software solely for the Client's internal operations on a month-to-month basis until either side terminates. Client has no ownership whatsoever in the Software or in any pre-existing work, underlying code, Kodify's software, software developed for other clients, any rights in the Software not specifically provided hereunder, or any other product of the Services, and Client's only rights are those expressly set forth in this Agreement. Client shall not attempt, or directly or indirectly allow any Authorized User or other third party to attempt, to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services, any product of the Services, and/or the Software in any form or media or by any means without Kodify's express written consent. Rights to photos, graphics, source code, work-up files, and computer programs that are not specifically transferred to the Client, shall remain the property of their respective owners. Client may not sell or resell or otherwise transfer any right in any of the Software, Services or any product of the Services without Kodify's express written consent. Client shall not attempt, or directly or indirectly allow any Authorized User or other third party to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services and/or Software in any form or media or by any means.

   6.2. Kodify reserves the copyright to the unfinished and finished assembled work of the Software, the Product, and any other web services, web applications and underlying code it produces while developing the Software as well as any pre-existing work. Client acknowledges that Kodify retains ownership of the Software and of all intellectual property and the experience brought to bear, used and/or discovered during the process of delivering Services, and may resell such expertise (including using website templates, code, programs, or other products developed during the process of performing the Services) without further compensation to Client. Kodify

and its subcontractors reserve the right to use, sell or resell, the Software or the Project (as well as any preliminary designs, including all graphics and other Web design elements) for any purpose whatsoever. Without limiting the generality of the forgoing, Kodify may also use the Software and the Project (as well as and any preliminary designs, including all graphics and other Web design elements) for the purpose of design competitions, advertising, future publications on design, educational purposes and as examples of their work in their respective portfolios used for the marketing of their respective portfolios or businesses.

6.3. Kodify reserves the right to monitor Authorized Designated User access to the Software as it relates to the provision and operation of the Services. Kodify may utilize Client data only with the prior written permission from the County, which shall not be unreasonably withheld.

7. **Copyrights and Trademarks.** Client is responsible for all activities and content relating to the Services and Software, or other products of the Services. Notwithstanding Kodify's role, Client is responsible for all material, data, information, pictures, videos or other image, audio recording, information or content (collectively, "Content"), uploaded through, to or using the Software; or displayed in the context of providing the Services or in the development or use of products of the Services. Client represents to Kodify that any and all elements of text, graphics, photos, designs, trademarks, or other artwork, if any, furnished to Kodify for the purpose of providing or using the Services are owned by the Client, or the Client otherwise has permission from the rightful owner to use each of these elements as used by Kodify and will hold harmless Kodify its owner, employees and agents, to the fullest extent lawful, from any losses, claims, damages, liabilities, and expenses, including reasonable attorney's fees, (collectively, "Claims") to the extent due to Content furnished by the Client. In addition, Client agrees to obtain any releases, permissions, waivers, indemnifications, or transfers of rights reasonably requested by Kodify in connection with the Services.

8. **Publicity.** Kodify shall be entitled to issue a press release or otherwise promote or announce the execution of this Agreement. Kodify may add Client's name to its printed client list and truthfully disclose in general terms to analysts, prospective and current clients, members of the press (informally only) and other interested parties who may otherwise become aware of Kodify's work for the Client that Client is a client of Kodify. Should Client mention Kodify in any of its marketing literature, appropriate language will be added indicating that the Software is developed and owned by Kodify. Neither Kodify nor Client shall disclose or otherwise discuss the financial terms of the agreement with representatives of the press or any other third party, except for disclosures that Kodify may be required to make by investors or potential investors or that Client is required to make under the Public Records Act.

9. **Laws Affecting Data Management and Electronic Commerce.** Client agrees to monitor the Software and any other product of the Services, and Client data to ensure that all of Client's work product and all usage of the Software complies in all respects with all applicable Federal, State and local laws and ordinances, as well as any other applicable laws and government regulations, including but not limited to: the Health Insurance Portability and Accountability Act; the Children's Online Privacy Protection Act; the Computer Fraud and Abuse Act; the EU General Data Protection Regulation (GDPR) and/or any other applicable data or privacy laws; and any private compliance requirements, including but not limited to Payment Card Industry Data Security Standard. Client further agrees to hold harmless Kodify its owner, employees and agents, to the fullest extent lawful, from any Claims due to Client's improper use of the Software in violation of this Agreement.

9.1. Client shall not provide, disclose, or transfer to Kodify, or process via, or submit to, Kodify, any information or other content (collectively, "Client Content") that includes any prohibited "confidential client information" as defined by the any applicable statute, rule or regulation.

9.2. Client agrees to engage in best practices to protect any Client Content uploaded or included by Client on the Software or otherwise provided in the context of using or accessing the Software. Client and Kodify shall treat all Client Content as confidential, and, unless required to do so by law. Kodify shall not disclose any confidential information, other than disclosures permitted under this Agreement that are required to be made in the process of rendering the Services.

10. **Termination.** Subject to Section 3 of this Agreement, this Agreement may be terminated: (i) upon thirty (30) days' prior written notice by either Party with or without cause or (ii) by either Party for a breach of any provision of this Agreement by the other Party that is not cured within thirty (30) business days of notice. Kodify may also terminate this Agreement at any time, without notice, for any conduct that Kodify in its reasonable discretion believes violates this Agreement or is harmful to another Client, third-party, or Kodify's interests. Notwithstanding any termination of this Agreement, Client shall pay all fees arising under this Agreement that are incurred prior to the termination date.

10.1. **Rights Upon Termination.** Upon termination of this Agreement, any and all access to, and usage of the Software granted to Client in Section 1.2.1, along with any other rights, licenses, or permissions granted under this Agreement, shall immediately terminate and cease in all respects. Forty-five (45) days after any termination of this Agreement, Kodify has the right to delete all data, files, content or other information that is stored in Client's Account(s) if Client's account with Kodify is terminated for any reason, by either Kodify or Client. Prior to deletion,

Kodify agrees to provide a copy of data, files, content, or other information stored in Client's Account with Kodify free of charge.

11. **Warranties and Liabilities.**

    11.1.   Kodify represents, warrants, and covenants to Customer that Kodify will create the Software and create access and use to the Software using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

    11.2.   The Software will, in all material respects, conform to and perform in accordance with the SOW.

    11.3.   Kodify does not warrant that the functions contained in the Software will meet the Client's goals or requirements for client case management other than as described in the SOW. Kodify is not aware of anything that would serve to make it or the Software not in compliance with all applicable laws or regulations (including but not limited to data privacy laws) that might exist in the jurisdiction in which the Software is used; and any private compliance requirements. No selection by Kodify of any third party or service, no recommendation on any matter by Kodify, nothing in this Agreement, nor in any statements made by Kodify, are to be construed as either a promise or guarantee that the operation the Software or any individual component will be uninterrupted or error free. In no event will Kodify be liable to the Client or any third party for any direct, indirect, special, incidental, consequential or exemplary damages (including but not limited to, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate the Software), even if Kodify has been advised of the possibility of such damages, in connection with or arising in any way out of this Agreement or any of the Services or Software.

    11.4.   Kodify shall incur no liability if it delays or if any of the Services, the Software, or any other product of the Services is not successful or does not achieve the desired result or does not function properly due to any one or more of the following circumstances:

        11.4.1.   Errors or omissions attributable to the Client and not corrected by the Client;

        11.4.2.   The software, server, communication link, or the information service is not working properly or any other interruption of transmission or communications facilities or any equipment failure due to no fault of Kodify;

11.4.3.　　Circumstances beyond Kodify's reasonable control (such as, but not limited to, acts of God, strikes, or other labor disputes, legal constraint, civil disorder, catastrophes of nature, fire, explosion, natural or manmade floods or any severe weather, war, emergency conditions, nuclear attack, embargoes, public health emergencies, pandemic, epidemic, actions, or inactions of governmental authorities affecting Kodify or suppliers to Kodify, or interference from an outside force) which prevent the proper use or operation of any product of the Services; or

11.4.4.　　Delays caused by Client or any third party over whom Kodify has no control.　In no event shall the total liability of Kodify or its employees, owner, affiliates, or agents, for all damages, losses and causes of action whether in contract, tort (including negligence), product liability, or otherwise, but excluding indemnification and defense obligations, either jointly or severally, exceed the amount paid for the Services and Software.

11.4.5.　　Any data or security breach that results in disclosure or unauthorized access to the Software or to any Content, through no fault of Kodify.

11.5.　　**Warranty for Professional Services**.　In the event that any products or materials are purchased by Kodify for Client's use, such products or materials or Services are provided "as is." **There are no warranties, express or implied, by operation of law or otherwise, on any products or materials furnished hereunder.** Any implied warranties of merchantability or fitness for particular purpose or use are disclaimed.　The foregoing shall constitute Kodify's entire liability and Client's exclusive remedy hereunder.　The provisions of this Section are for the benefit of Kodify, its owners, affiliates, and agents, and each shall have the right to assert and enforce the provisions directly on their own behalf.

12. **Indemnification and Insurance**.
   12.1.　　Notwithstanding any other provision in this Agreement, Kodify agrees to defend, indemnify, and hold harmless Client and its employees, and agents, to the fullest extent lawful, from any losses, claims, damages, liabilities, and expenses, including reasonable attorney's fees (collectively, "Claims"), including, but not limited to data breach claims and/or third party claims alleging that AI generated content pertaining to the Software or use of the Software infringes any third party intellectual property rights, to the extent that any such Claim is due to Kodify's negligence, intentional misconduct or breach of this Agreement; provided, however, that Kodify will not be liable to defend, indemnify, and hold harmless Client to the extent that any such Claim is finally judicially determined by a court of competent jurisdiction to have resulted from Client's negligence, intentional misconduct or breach of this Agreement. Kodify shall further indemnify, defend and hold the Client

and its employees harmless, and pay all damages (including attorneys' fees and costs) awarded against Client, or that are agreed to in a settlement as approved by Kodify, from and against all third party claims that use of the Services provided pursuant to this Agreement constitute an infringement or misappropriation of any third party patents, copyrights, trademarks, trade secrets or other intellectual property right (collectively, the "Intellectual Property Claims"). Kodify's responsibility to indemnify Client shall be limited to the amount of coverage provided by Kodify's applicable insurance policy in effect at the time of the loss, for the specific Claim at issue. If such insurance coverage is unavailable or inapplicable to the specific Claim at issue, then Kodify's responsibility to indemnify shall be limited to the amount set forth in Section 13.1 herein. Notwithstanding the foregoing, Kodify's responsibility to indemnify Client from and against all Intellectual Property Claims shall not be limited by Kodify's insurance coverage or Section 13.1, and Kodify shall indemnify Client from and against all such Intellectual Property Claims to the fullest extent permitted by law.

Client agrees to hold harmless Kodify, its owners, partners, employees, and agents, to the fullest extent lawful, from any losses, claims, damages, liabilities, and expenses, including reasonable attorney's fees (collectively, "Claims") to the extent any such Claim is due to Client's negligence, intentional misconduct or breach of this Agreement; provided, however, that Client will not be liable to hold harmless Kodify to the extent that any such Claim is finally judicially determined by a court of competent jurisdiction to have resulted from Kodify's negligence, intentional misconduct or breach of this Agreement.

12.2.   Notwithstanding any other provision in this Agreement, Kodify agrees to defend, indemnify, and hold harmless Client and its employees, and agents, to the fullest extent lawful, in the event of any act, error or omission, negligence, misconduct, or breach by Kodify that compromises the security, confidentiality, or integrity of Client data related to the physical, technical, administrative, or organizational safeguards put in place by Kodify for the protection of the security, confidentiality, or integrity of Client data. Kodify shall, as applicable: (a) notify Client as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Client in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Client; (c) in the case of personally identifiable information (PII), at Client's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse Client for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected

individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Client's obligations of indemnification as further described in this Agreement, as set forth above, indemnify, defend, and hold harmless Client for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Client in connection with the occurrence; (g) be responsible for recreating lost Client data, to the extent feasible, in the manner and on the schedule set by Client without charge to Client; and, (h) provide to Client a detailed plan within ten (10) calendar days of the occurrence describing the measures Kodify will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Kodify's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Kodify has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Kodify. This Section shall survive the termination of this Agreement. If Client's intentional misconduct or contributory negligence is also determined to have contributed to the compromise of the security, confidentiality, or integrity of Client data, then the parties' obligations and costs shall be in proportion to their respective contribution and indemnity obligations of this Section shall not apply.

12.3.   The provisions of this Section shall survive any termination of this Agreement. Client may desire to independently edit or update the work product (or under some circumstances and with Kodify's authorization, to use the Software as a component in other software) after Kodify has completed the Project. However, Kodify is not responsible for any damage created by the Client or by any agent of the Client during or after completion of the Services and/or any damage that results from any such edit, update, or usage.

12.4.   If Client's intentional misconduct or contributory negligence is also determined to have contributed to losses, claims, damages, liabilities, and expenses related to or arising out of this Agreement or arising out of, or in connection with, the Services, or to the compromise of the security, confidentiality, or integrity of Client data, then Kodify's obligations and costs shall be in proportion to its contribution and indemnity obligations of this Section.

12.5 Kodify shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in <u>Exhibit B</u>, which is attached hereto and incorporated herein by this reference.

13. **Limitations of Liability.**

    13.1.   **Limitations on Damages.** KODIFY SHALL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF KODIFY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. SUBJECT TO SECTION 12.1, KODIFY'S LIABILITY TO CLIENT UNDER THIS AGREEMENT, BUT EXCLUDING INDEMNIFICATION AND DEFENSE OBLIGATIONS, SHALL NOT EXCEED THE GREATER OF (i) FEES PAID BY CLIENT, IF ANY, TO KODIFY UNDER THIS AGREEMENT DURING THE 18-MONTH PERIOD PRECEDING THE INITIAL EVENT RESULTING IN SUCH CLAIMS OR (ii) $500, WHICHEVER IS GREATER.

    13.2.   **Limitations on Time.** No action may be brought under this agreement at any time more than thirty-six (36) months after the cause of action arose.

14. **AI.**

    14.1.   **Definition**. For the purposes of the requirements outlined in this Section 14, 'AI Product or Service' shall specifically mean any component integrated into the Software that utilizes generative large language models (LLMs) to perform tasks such as content generation, summarization, complex data analysis, or question-answering based on Client Data. For clarity, this definition as used in Section 14 is intended to cover functionally similar to the currently integrated OpenAI ChatGPT Enterprise service and may not necessarily apply to other potential integrated features such as semantic search retrieval, machine learning, or natural language processing, retrieval augmented generation, or automated speech-to-text transcription, unless they independently meet this definition.

    14.2.   Kodify shall not use or share any of Client's data or data input by Client that uses or resides on Kodify Software ("Data") for any purpose other than the performance of this agreement, including, but not limited to using Customer data to train Artificial Intelligence ("AI") or allowing AI to share or disclose Customer data with others. Client retains ownership in all Data and owns all AI generated data that may be generated from the Data. All rights relating to the Data belong to Client. If requested by Client, Kodify shall destroy such Data and/or turn over the data to Client. Kodify shall maintain Data and all AI generated data that may be generated from the Data in the strictest of confidence and shall not sell or share such collective

data or any elements of such Data to any third party. The provisions of this clause shall apply to use of any algorithmic system used by Kodify, regardless of whether the system is based on artificial intelligence or other digital technologies.

14.3.   Kodify represents and warrants that: i) it has established and follows a documented process to evaluate, mitigate, and manage risks associated with the development or selection of AI incorporated into or integrated within the Software; ii) AI incorporated into or integrated with the Software will continue to be developed or selected in such a way that achieves and maintains a commercially reasonable level of data integrity, privacy, transparency, accuracy, robustness, human oversight, and cybersecurity; and iii) it will promptly report to Client any incidents and/or malfunctioning of the API integration of third-party AI that materially and adversely impacts the performance, availability, security, or data integrity of the integrated AI service provided to Client, and/or Data breach that occur within the Software or is reported by the third-party AI provider to Kodify.

Currently, it is understood that Kodify utilizes OpenAI ChatGPT Enterprise to provide AI functionality through API integration. Kodify agrees to notify Client before changing AI products or services, to allow Client to evaluate and approve the use of new AI products or services with Client Data. If the new AI product or service does not meet Client's security, privacy, or legal standards, Kodify agrees to prevent the new AI from accessing Client Data by disabling Client's user access to AI products or services.

Kodify shall cooperate in an audit or other type of inspection to be carried out by Client to verify compliance with the requirements of this Section 14 clause. Client agrees to first seek verification through the review of relevant documentation, records, and policy statements provided by Kodify. Direct inspection of systems or facilities shall only be permitted if review of documentation is insufficient to verify compliance. The scope of such audit shall be limited strictly to verifying Kodify's compliance with the specific obligations set forth in Section 14. The audit shall not include access to Kodify's financial records, source code, data belonging to other clients, or proprietary algorithms unless strictly necessary and subject to confidentiality. Any third-party auditor must execute a confidentiality agreement acceptable to Kodify prior to the audit. All information and findings from the audit shall be considered Kodify's Confidential Information and subject to the confidentiality obligations of this Agreement. Client shall bear all costs associated with conducting the audit, including its own personnel time and any third-party auditor fees. Should Kodify or Client discover that the AI product or service used by Kodify is not in conformity with the above clauses, Kodify shall immediately take all necessary corrective actions to bring the AI product or service into compliance, or remove the AI's access to County data.

15. **Amendment.** Other than as provided in this Agreement, this Agreement may not be released, discharged, changed or modified except by an instrument in writing duly signed by both Parties. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. Before Kodify is obligated to perform any Maintenance Services or Customization Services additional to and outside the scope of this Agreement, Client and Kodify shall agree in writing as to the scope of the additional Services, the billing schedule, and rate that will be applied to the additional Services.

16. **Venue.** Regardless of the place of signing this Agreement, both parties agree that for purposes of venue, this Agreement was entered into in Sonoma County, CA and shall be governed by the laws of the State of California. Any controversy or claim relating to this Agreement may be settled by arbitration. Any arbitration arising out of this Agreement shall be administered by JAMS, pursuant to JAMS' Streamlined Arbitration Rules and Procedures and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. For all matters arising out of or relating to this Agreement, both parties agree to submit to the jurisdiction of the State of California. In the event of litigation or arbitration to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover all expenses, including reasonable attorney's fees incurred.

17. **Enforceability.** If any provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall be deemed severable from this Agreement and shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Notwithstanding the foregoing, if, any provision contained in this Agreement shall be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

18. **Transferability.** Client acknowledges that this Agreement, and its rights to the Services and to any product of the Services are non-transferable and that none of these rights may be transferred, assigned or distributed by Client to any third party. Kodify may assign this Agreement and its rights and obligations under this Agreement upon written consent of Client.

19. **Notice in Relation to Agreement.** Unless specifically provided otherwise in this Agreement, any notice to either Party given in relation or pursuant to this Agreement shall be in writing and shall be delivered personally, by messenger, electronic mail, or mail, postage prepaid, addressed as set forth above or by telecopy with receipt

confirmed by telephone. Service of any such communication shall be deemed made on the date of actual receipt at such address. Any Party may, from time to time, by notice in writing served upon the other Party as aforesaid, designate a different address, different person, or reasonable additional persons to whom all communications are thereafter to be made.

20. **Waiver.** A waiver of, or failure to enforce any provision contained in this Agreement on any occasion shall not be deemed to be a continuing waiver or a waiver on any other occasion.

21. **Sole Agreement and Consents.** This Agreement, including any attachments to this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, and all other communication between the Parties, with respect to the Services. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. Any additional work not specified in this Agreement must be authorized by written change order. Any instance in this Agreement that requires or provides for Kodify's consent, such consent may be withheld, conditioned, or delayed in Kodify's sole and absolute discretion.

22. **Headings.** The headings or titles of the various paragraphs of this Agreement are inserted merely for the purpose of convenience and do not expressly or by implication or intention, limit, define, extend or affect the meaning or interpretation of this Agreement or the specific terms or text of the section so designated.

23. **Miscellaneous.** Client acknowledges that this Agreement, and any rights it might have to the Software and to any product of the Services are non-transferable and that none of these rights may be transferred, assigned or distributed by Client to any third party.

24. **Electronic Signatures.** The Parties agree that any electronic signature of a Party to this Agreement and to any Exhibit, Attachment, or Addendum to this Agreement, shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. Either party shall be entitled to rely on the electronic signature of the other party to authenticate this writing and to have the same force and effect as a manual signature.

The Parties have read the entire Agreement and understand and agree to the terms and conditions contained herein.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

County of Sonoma   **Kodify, LLC,**
                                                        a California limited liability company

_____   _____
        (signature)   (signature)

By: _____   By: _____
        Brian Morris, Public Defender   Ryan Wolfe, Member

Dated: _____   Dated: _____

Certificates of Insurance on File with County

Approved as to Form:

By: _____
        Tambra Curtis, Deputy County Counsel IV

Dated: _____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work ("SOW") is entered into as of _____ by and between Kodify, LLC ("Kodify") and the County of Sonoma (the "Client") and is made pursuant to the Services and Software Agreement entered into by and between Kodify and the Client as of _____(the "Agreement").

The Agreement shall continue in full force and effect, and any and all terms, provisions and conditions set forth in the Agreement, not specifically modified by this SOW shall remain the same, and will continue to govern the Services provided by Kodify to the Client. In the event of any conflict, ambiguity or inconsistency between or among the terms or conditions of the Agreement and this SOW, the terms and conditions of this SOW shall control only with respect to the specific matters in this SOW. Capitalized terms used in this SOW without definition shall have the meaning assigned to such terms in the Agreement.

A. Project Description: Secured, online Client-centered Case Management platform known as ZLS that facilitates legal representation business processes digitally, including managing cases, client and staff records, related documents, communications and scheduling of related activities **(the "Project").**

B. Scope of Work (services): Services shall mean:

1.0 Access to ZLS.app

Kodify will bear the cost to develop and deliver access to ZLS.app.

- Included Core Functionalities:
    - Case creation and management
    - Client and staff records management
    - Unlimited document storage (excluding file migration or conversion)
    - Standard integrated email and calendar functionalities
    - Unlimited SMS text messaging and reminders
    - Built-in standard reporting tools
    - No code custom fields

- Included Entitlements:
    - Generative AI (ZLS.ai):
        - 2 million AI tokens per user/month; resets monthly.
        - Usage capped and subject to the monthly allowance; additional credits require separate agreement.
    - AI Transcription Service:

- 200 shared transcription minutes per user/month within each ZLS.app instance; resets monthly.
        - Usage beyond allowance not included and subject to separate agreement.
    - Integration and API Limits:
        - 1,000 API calls per user/day — API interface included; excludes development of custom interfaces

- Technical Support Response Times:
    - Critical Issues: Defined as complete system outage, loss of critical functionalities, or major data integrity concerns. Acknowledged and resolved within 24 to 48 hours.
    - Non-Critical Issues: Defined as minor functionality concerns, UI/UX issues, or reporting anomalies. Acknowledged same day and addressed within 24 to 72 hours.
    - 99.9% uptime, excluding scheduled maintenance, third-party service outages, and "Force Majeure" events (extraordinary, unforeseeable, and uncontrollable circumstances beyond Kodify's reasonable control).
    - Feature Requests: Reviewed based on applicability, need, and complexity. Requests outside the delivered feature set included in the Founders Tier entitlements require separate assessment and are not included in this SOW.

- Software Updates:
    - Standard updates and enhancements provided periodically at Kodify's discretion.

- Onboarding and Training:
    - Includes virtual onboarding and training sessions conducted via Zoom, Microsoft Teams, or Google Meet, coordinated with Client availability.
    - Live virtual training is ongoing but requires coordination.
    - Client is to designate internal staff to undergo "train the trainer" sessions.
    - Client to provide internal coordination and support to ensure adoption throughout the department.
    - Written and video training materials are also available for on demand learning.

- Hosting and Infrastructure:
    - ZLS.app is hosted on Amazon Web Services (AWS) Public Cloud within the United States.
    - No additional compute, hosting infrastructure, or storage is provided.

- Security and Compliance Responsibilities:

- Client data is entered, uploaded, and managed solely at the discretion of the Client. Kodify does not review or monitor uploaded data.
- Client is responsible for ensuring uploaded content complies with applicable laws, regulations, and internal policies.
- Best practices are strongly encouraged:
  - Use of Single Sign-On (SSO) via Microsoft 365 or Google Workspace.
  - Users should not share credentials and should change passwords regularly .
  - Client is responsible for managing user access, password resets, and user role assignment.

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2.0 Professional Services:

Kodify will bear the cost of migrating existing case records and/or integrating existing infrastructure (ie, DA case information) into the system for up to 500 hours of professional services. Additional professional services not described below or in a separate SOW are to be billed at $160 per hour.

2.1. Integration with Sonoma County and Court Systems
- ZLS.app will be configured to receive API payloads provided by Sonoma's county and court integration when a new case or case update is created.
- Sonoma's PD and IT Staff will assist in mapping XML structures to ZLS.app.
- Level of effort: 1170 hours to develop middleware utility to consume Sonoma data.

2.2 Database Mapping and Migration

Kodify will perform professional services for database mapping and migration of Client's case management data into the ZLS.app platform. This service includes the comprehensive review of existing case and people data schemas, addressing approximately 712 tables, with particular attention to custom field alignment. Kodify will develop and tailor SQL queries for efficient data import into ZLS.app and conduct post-migration testing and validation of imported records.

2.3 File Migration

- File Intake & Transfer
  - Assumption: Sonoma will provide access to export all files locally (e.g., on hard drives or via secure transfer method), since there is no access to Azure. Approximately 17.18 TB of files currently stored in Karpel (multimedia, .pdf, etc) to be exported and provided to Kodify as described below.
  - Tasks:
    - Receive physical drives or secure transfer export (SFTP).
    - Validate completeness of received files.

- Prepare for ZLS upload (rename if necessary, retain original metadata for traceability).
- Upload all files to a ZLS using Transfer Acceleration or Snowball if necessary.
- File Structuring & Association
  - Use tblCsDocument to reconstruct the file-to-folder hierarchy within ZLS.app.
  - Associate each file with the correct case using:
    - tblCsDocument.FileNumber → tblCsCases.FileNumber
  - Link files to the case screen and people screen in ZLS.app where applicable.
- Exception Handling
  - Track files that:
    - Cannot be matched to a case
    - Are corrupt or unrecognized
  - Generate an exception report and return to Sonoma SMEs for review.
- QA & Go-Live Support
  - Conduct validation uploads (e.g., test batch of 1,000–5,000 files).
  - Allow Sonoma staff to test file viewing and access within ZLS.app UAT.
  - Final full-batch uploads post-approval.
  - Monitor access and performance post-migration.
  - Provide up to 2 weeks of go-live support.

2.4 Financial Application Integration

- Kodify will configure a ZLS.app endpoint to receive submissions from Simply.gov that contains financial application form submissions in JSON or XML format and associate with appropriate record in ZLS.app.

3.0 Cost Analysis

One-Time Professional Services Costs ($160/hr)

Project	Service	Level of Effort
County and Court Integration	County and Court Integration Middleware	1170 hours
Database Mapping and Migration	Data Understanding & Mapping	240 hours
Database Mapping and Migration	SQL Query Development for Import Tool	240 hours

Project	Service	Level of Effort
Database Mapping and Migration	Custom Field Data Finalization	80 hours
Database Mapping and Migration	Post-Migration Testing	160 hours
File Migration	File prep, intake, validation	40 hours
File Migration	ZLS Upload (scripts + ops)	60 hours
File Migration	Case mapping	100 hours
File Migration	QA, testing, exception report	60 hours
File Migration	Go-live & support	40 hours
Financial Application Integration	Endpoint to receive Simply.gov Form Submissions	40 hours
	Subtotal One-Time Costs	2230 hours
	Kodify to Bear 1210 Hours of Professional Services to Develop County and Court Integration Middleware & Financial Application Integration	**-1210 hours**
	Total One-Time Costs	**1020 hours**

Other One-Time Costs

Transfer Tools Cost for File Migration: $4,000

4.0 Assumptions and Requirements

4.1 Assumptions and Requirements (Data Mapping and Migration)
- Case and people data schemas have been preliminarily reviewed; further alignment on custom fields is pending Sonoma feedback.
- SQL queries will be tailored to the ZLS.app import structure, leveraging internal automation tools where possible.
- Custom field mapping will be completed in coordination with Sonoma SMEs.

- ZLS will conduct internal unit tests, and Sonoma staff will validate imported records.
- Final estimate may vary depending on the cleanliness, completeness, and consistency of Sonoma's source data.
- Sonoma will provide necessary database exports and support throughout the analysis and validation phases.
- This proposal assumes a single-source legacy system and structured relational exports. If multiple systems or data stores are involved, additional analysis and estimates may be required.

4.2 Assumptions (File Migration)

- File migration is scoped separately from database migration and includes only the movement, structuring, and linking of files.
- Files to be migrate are approximately 17.18 TB.
- Files will be delivered by Sonoma County in bulk (e.g., physical drives or export package) as there is no access to the original Azure blob storage.
- Files will be uploaded to Sonoma's designated ZLS cloud using secure transfer methods.
- The logical folder structure within ZLS.app will be reconstructed using metadata from the `tblCsDocument` table (using `RecordType`, `SequenceNumber`, through Sonoma County.
- Files will be linked to cases in ZLS.app using the `FileNumber` field, which maps to `tblCsCases.FileNumber`.
- **File migration is dependent on successful case data migration. Files cannot be properly linked unless their associated cases exist in ZLS.app. Therefore, data migration and validation must be completed prior to file import.**
- Only standard file types will be supported for preview in ZLS.app; unsupported formats may be stored but not viewable.
- All files will be scanned by Karpel/Sonoma County for malware and integrity as part of the upload and ingestion pipeline.
- File migration is estimated to require 8-12 weeks

C. Term: The Term of the Agreement shall be for five (5) year and shall commence on _____. The agreement will automatically renew for a period of one year until notice is given to terminate the agreement.

D. Designated Users: Client shall initially have 72 Designated Users and 6 Designated Intern Users. Upon written notice via email to malrawi@kodify.us, Client can request an increase or decrease in the number of Designated Users or Designated Intern Users.

E. Payment: The Software Access Fee is discounted to $119 per month, per Designated User. Any increase or decrease in the number of Designated Users, shall result in a corresponding adjustment (increase or decrease) in the monthly Software Access Fee for the month immediately following any such adjustment. Designated Intern User licenses are discount to $59.50 per month, per Designated Intern User. If the Software Access Fee is paid annually, adjustments are to be billed or discounted every six months based on adjustments to Designated User amount. A 3% increase to the Software Access is applied each year during the five (5) year term and effective on the anniversary date of this agreement.

The monthly Software Access Fee payments shall commence on the date of the Client's production and user acceptance testing environments creation and will be due on that same day each subsequent month.

Payment Schedule for Professional Services and Other One-Time Costs
Total $167,200
Payments are based on cost analysis and will not be increased or decreased based on actual effort required.

Initial Deposit
Amount: $50,160 (30% of Total Cost)
Due: Upon contract signing
Deliverables: Project initiation, team mobilization.

Milestone 1: Data Conversion
Amount: $33,440 (20% of Total Cost)
Due: Upon completion of data conversion
Deliverables: Converted case and people data ready for UAT.

Milestone 2: UAT and Database Migration
Amount: $33,440 (20% of Total Cost)
Due: Upon successful UAT and start of full database migration
Deliverables: UAT completed, initial database migration and exception handling.

Milestone 3: File Migration
Amount: $33,440 (20% of Total Cost)
Due: Upon providing first file validation batch
Deliverables: First file migration validation batch for user review

Final Payment
Amount: $16,720

Due: Upon successful completion of all migration activities and final approval by Sonoma County PD.
Deliverables: All data and files fully migrated; final delta adjustments made

Upon execution, this SOW shall be incorporated into, and subject to the terms and conditions of, the Agreement.

Sonoma County   **Kodify, LLC, a California LLC**
(Client)   (Company)

_____   _____
(signature)   (signature)

By: _____   By: _____
    (Name)   (name)

Title: _____   Title: _____

EXHIBIT B

INSURANCE REQUIREMENTS

With respect to performance of work under this Agreement, Kodify shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements.* Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Client reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Kodify from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

Workers Compensation and Employers Liability Insurance

   a. Required if Kodify has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. *Required Evidence of Insurance*: Certificate of Insurance.

If Kodify currently has no employees as defined by the Labor Code of the State of California, Kodify agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

General Liability Insurance

   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Kodify maintains higher limits than the specified minimum limits, Client requires and shall be entitled to coverage for the higher limits maintained by Kodify.
   c. Any deductible or self-insured retention shall be shown on the Certificate of

Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by Client. Kodify is responsible for any deductible or self-insured retention and shall fund it upon Client's written request, regardless of whether Kodify has a claim against the insurance or is named as a party in any action involving the Client.

d. **The County of Sonoma, its officers, agents and employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Kodify in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Kodify and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. *Required Evidence of Insurance:*
   i. Certificate of Insurance.

Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Kodify currently owns no autos, Kodify agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

Professional Liability/Errors and Omissions Insurance

Minimum Limit: $1,000,000 per claim or per occurrence.

Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County.

If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended

reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

Cyber Liability Insurance

Network Security & Privacy Liability Insurance:
a. Minimum Limit: $2,000,000 per claim per occurrence, $2,000,000.00 aggregate.
b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Kodify in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
e. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

Documentation

a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Kodify agrees to maintain current Evidence of Insurance on file with Client for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
b. The name and address for Additional Insured endorsements and Certificates of

Insurance is: **Sonoma County Public Defender, 600 Administration Drive, Suite #111J, Santa Rosa CA 95403**.

c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

d. Kodify shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Policy Obligations

Kodify's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Material Breach

If Kodify fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Client, at its sole option, may terminate this Agreement and obtain damages from Kodify resulting from said breach. Alternatively, Client may purchase the required insurance, and without further notice to Kodify, Client may deduct from sums due to Kodify any premium costs advanced by Client for such insurance. These remedies shall be in addition to any other remedies available to Client.