

BLOOMBERG AGREEMENT

LESSOR: BLOOMBERG L.P.

LESSEE: EL DORADO COUNTY

(Company Name)

ACCOUNT: 223741 AGREEMENT: 933112

Lessor agrees to provide to Lessee the equipment and services described and referred to in paragraph 1 of this Agreement, and Lessee subscribes to such services in accordance with this Agreement.

1. License and Lease.

The services provided hereunder (the "Services") shall consist of a nonexclusive and nontransferable license and lease to use the BLOOMBERG PROFESSIONAL service software, data and equipment (the "Equipment") described in the Bloomberg Schedule(s) of Services annexed hereto, as the same may be amended from time to time (the "Schedule"), in accordance with this Agreement.

2. Term.

(a) This Agreement shall be effective from the date it is accepted by Lessor and shall remain in full force and effect thereafter until the date that is one year after the date that the Services are first provided (the "Term"), unless earlier terminated during the Term or any renewal thereof, as follows: (i) Lessee shall have the right to terminate this Agreement at any time upon not less than 60 days' prior written notice to Lessor and upon payment of the charges set forth in paragraph 3 of this Agreement; and (ii) Lessor shall have the right to terminate this Agreement at any time immediately upon written notice to Lessee in the event of a breach by Lessee of any of the provisions of this Agreement.

(b) The Term shall be automatically renewed for successive one-year periods unless Lessee or Lessor elects not to renew by giving not less than 60 days' prior written notice to the other. If this Agreement is so renewed for any additional period beyond the initial Term, the charges payable pursuant to paragraph 3(a) hereof for such renewal period shall be calculated at the prevailing rates then offered by Lessor, and the Schedule shall be considered to be amended accordingly.

3. Charges.

(a) Lessee agrees to pay Lessor the amount indicated on the Schedule, together with (i) any applicable taxes for the Services, (ii) any levies or fees imposed or charged by exchanges or other information services or sources displayed through the Services at Lessee's request and (iii) any charge for installation, relocation, removal or any other changes to the Equipment, all of which shall be payable upon presentation of an invoice therefor.

(b) Lessee shall be responsible for and shall pay for all costs of cabling, communications (including, without limitation, network access), electrical and common carrier equipment installation charges incurred in connection with the Services. Lessee shall obtain all necessary authorizations from exchanges and other information vendors and shall pay for each third-party information service accessed for display through the service. The total monthly charge does not include monthly fees for "real-time" exchange and third party information services. If Lessee selects any of these services, Lessor will submit the appropriate applications for such services, a price list, and bill accordingly. Lessee agrees to pay any taxes, assessments, fees or penalties in respect of the Services and/or the Equipment which may be Lessee's legal responsibility to pay. In addition, Lessee agrees to reimburse Lessor for all property taxes and/or assessments with regard to the value of Lessor's Equipment in service at Lessee's premises.

(c) In the event this Agreement is terminated by Lessee pursuant to paragraph 2(a)(i) hereof or by Lessor pursuant to paragraph 2(a)(ii) hereof, Lessee shall be liable for all amounts payable pursuant to paragraphs 3(a) and 3(b) hereof through the date of termination plus a termination charge in an amount equal to 50% of the charges calculated in accordance with the Schedule for the balance of the Term.

(d) The Services may also include the receipt of Bloomberg-distributed television program(s). In such event, Lessor will install, at its expense, the satellite dish and receiver or other alternative distribution device, at Lessor's option, such as cable television or cellular receiver (the "Broadband Distribution Device") at Lessee's office necessary to receive the program(s). Lessee shall bear the cost of cabling from the Equipment to the Broadband Distribution Device and if necessary other related equipment and shall be responsible for obtaining the necessary authorizations, subscriptions, space, roof rights and rights-of-way for proper installation of the Broadband Distribution Device, cabling and related hardware. The program(s) shall be displayed by Lessee on each BLOOMBERG PROFESSIONAL screen.

4. Distribution of Lessee Data.

Lessee shall not distribute data to other users of the Services by means of the Equipment without the prior written consent of Lessor. Notwithstanding the above, in the event Lessee contributes prices to the service, Lessee hereby grants to Lessor, and Lessor hereby accepts, a nonexclusive, world-wide license to use such prices in the development of Lessor's generic prices or "fair value" or other similar pricing models. This paragraph is not intended to prohibit Lessee's use of the message system included in the Services.

5. Warranties and Limitations of Liabilities.

(a) LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY LESSEE OR OTHERS FROM THE USE OF THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Lessor, its suppliers, and its third party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of Lessor, its employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this Agreement, or the use of the Equipment and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against Lessee by any other party. The information and data contained in the Services are derived from sources deemed reliable, but Lessor and its suppliers do not guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. Lessor shall not be responsible for or have any liability for any injuries or damages caused by the Equipment or by delays or interruptions of the Services, from whatever cause, and shall not be liable for damages arising from the use or presence of the Equipment on Lessee's premises. Lessee is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. Lessor shall have no liability or responsibility for the security or maintenance of any data input by Lessee. Lessee shall indemnify Lessor and hold it harmless and at Lessee's expense defend Lessor against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with the use of the Services by Lessee. To the extent permitted by law, it is agreed that the liability of Lessor hereunder for damages, regardless of the form of the action, shall not exceed the fees payable by Lessee for the Services for a period of six months, and that this shall be Lessee's exclusive remedy. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by Lessee more than one (1) year after the cause of action has accrued.

(b) Notwithstanding any limitations contained in paragraph 5(a) to the contrary, Lessor agrees to indemnify Lessee and hold it harmless and at Lessor's expense defend Lessee against any claim that the programs, data, information and other items provided by Lessor hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) Lessee promptly notifies Lessor in writing of the claim, (ii) Lessor shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) Lessee cooperates in every reasonable way to facilitate such defense, and (iv) if Lessee becomes aware of any suspected infringement by a third party of any proprietary rights of Lessor, Lessee shall promptly notify Lessor of such activities.

(Additional terms on next page with required acknowledgment)

Agreed to by:

EL DORADO COUNTY

Company Name (Please type or print)

Signature (Duly authorized officer, partner or proprietor)  
David A. So ro

Name (Please type or print)  
Chair, Board of Supervisors

Title (Please type or print)

Date 4/18/02

ATTEST: DIXIE L. FOOTE, Clerk of the Board of Supervisors

Agreed to by:

BLOOMBERG L.P.

By: BLOOMBERG INC.,  
General Partner

Signature (Duly authorized officer, partner or proprietor)

4/18/02

Date



6. **Remedies.**

In the event of a breach or threatened breach of any of the provisions of this Agreement by Lessee or any of its employees, representatives or affiliates, Lessor shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude Lessor from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. In the event Lessor prevails in any such action, Lessor shall be entitled to recover from Lessee all reasonable costs, expenses and attorneys' fees incurred in connection therewith. As reasonable protection of the proprietary rights of Lessor and others in the information provided through the Services and Equipment, to avoid breach of Lessor's obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, Lessee acknowledges and agrees that the dissemination or distribution by Lessee of information identical or similar to that provided through the Services and the Equipment shall be deemed a breach of the terms of paragraphs 9(a) through 9(d) hereof and shall give rise to an immediate right of Lessor to terminate this Agreement or any portion of the Services provided hereunder.

7. **Parties.**

Lessee recognizes that Lessor, its partners, suppliers and their respective affiliates, each have rights with respect to the Services, including the software, data, information and other items provided by Lessor by reason of Lessee's use of the Services. Lessee acknowledges and agrees that the provisions of paragraphs 5 and 6 of this Agreement shall be for the benefit of Lessor, its partners, suppliers, and their respective affiliates, successors and assigns and that the term "Lessor" as used in such paragraphs includes Lessor, its partners, suppliers and their respective affiliates.

8. **Access.**

Lessee agrees to provide network access per Lessor's current specifications, at its expense. Such specifications may include both dedicated and dial back-up lines permanently connected and dedicated to the Equipment or Internet or alternate network access. The sole purpose of the dial lines shall be to provide communications backup for the Services. Lessor is not responsible for the reliability or continued availability of the telephone lines and communications equipment, other than communications equipment supplied by Lessor and used by Lessee in accessing the Services. However, Lessor shall attempt to resolve any communication line problems with respect to the accessibility of the Services.

9. **Restrictions on Use.**

(a) The Services and the Equipment are solely and exclusively for the use of Lessee and may not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. Lessee acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by Lessor and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable intellectual property and trade secrets of Lessor and such others. Lessee agrees to protect the proprietary rights of Lessor and all others having rights in the Services and the Equipment during and after the Term of this Agreement. Lessee shall honor and comply with all written requests made by Lessor or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights. Lessee agrees to notify Lessor in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory or common law rights.

(b) Lessee shall not access the Services through any medium or equipment which Lessor has not authorized in writing, nor may any medium or equipment by which the Services are provided be moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without Lessor's prior written consent. Services expressly provided by Lessor for operation on Lessee's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and Lessee shall bear all cost and responsibility for such equipment. Unauthorized access or use is unlawful and Lessor and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. Lessee agrees to notify Lessor in writing promptly upon becoming aware of any unauthorized access or use. Lessee shall not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment.

(c) The analysis and presentation included in the Services may not be recirculated, redistributed or published by Lessee except for internal purposes without the prior written consent of Lessor and, where necessary, with certain sources of the information included in the Services.

(d) Lessee shall not use any of Lessor's trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with Lessee, and Lessee acknowledges that it has no ownership rights in and to any of these names and marks.

10. **Facilities.**

Commencement of the Services is contingent on the availability of the hardware, network access, communications equipment and facilities to Lessor's specifications. At Lessee's expense, Lessee shall install or have installed on Lessee's premises, and shall modify from time to time at Lessor's request, all cables, wires, devices, connections or other transmission media equipment and electrical, communications and network connections specified by Lessor. Lessee shall not make use of any cables, wires, devices, connections, equipment or network access in connection with the Services not approved in writing by Lessor.

11. **Return of Equipment and Software.**

Upon termination of this Agreement for any reason whatsoever, Lessor shall have the right to remove the Equipment and software by which the Services are provided at Lessee's expense.

12. **Access to Property.**

Any person or persons designated by Lessor shall have access to the Equipment at all reasonable times for the purposes of installation, inspection, maintenance, repair, relocation and removal. Lessee acknowledges and understands that Lessor may monitor, solely for operational reasons, Lessee's general use of the Services. Lessee shall at all reasonable times permit Lessor to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

13. **Maintenance.**

Lessor to the best of its ability shall maintain and keep the Equipment in good working order and condition so that it will perform its functions satisfactorily. NOTWITHSTANDING THE FOREGOING, LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH LESSEE ACCESSES THE SERVICES AND LESSEE SHALL INDEMNIFY LESSOR AND HOLD IT HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING IN CONNECTION WITH THE USE OF SUCH THIRD PARTY COMMUNICATIONS NETWORK. Lessee shall be responsible for the safekeeping of the Equipment from the time it is received on Lessee's premises and shall take reasonable steps to prevent abuse to the Equipment. Lessee shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Services to Lessee and shall pay Lessor the full replacement cost of the Equipment as liquidated damages unless such loss, theft, or damage is due entirely to the fault or negligence of Lessor. Neither Lessor nor its suppliers or third party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the installation, relocation, maintenance, use or removal of the Services and/or the Equipment.

14. **Relocation.**

On reasonable prior written notice, which shall in no event be less than 60 days, and at Lessee's expense, Lessor will relocate all or any part of the Equipment. Scheduling of such relocation shall be contingent on availability of communication lines, facilities, equipment and labor. Lessee acknowledges that interruptions of Services might result from such relocation and that the provisions in paragraph 5 hereof apply to any such interruption.

15. **Assignment.**

Lessee shall have the right to assign this Agreement or the rights hereunder only with the consent of Lessor which, in the case of an assignment by Lessee to any of its affiliates that are in substantially the same business as Lessee, shall not be unreasonably withheld.

16. **Complete Agreement; Modifications or Waivers; Form.**

This Agreement, together with the Schedule(s), which is incorporated herein by reference, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto. This Agreement, including the Schedule, and any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

17. **Validity.**

Lessor and Lessee intend this Agreement to be a valid legal instrument, and no provision of this Agreement which shall be deemed unenforceable shall in any way invalidate any other provisions of this Agreement, all of which remain in full force and effect. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

18. **Governing Law.**

This Agreement is made and entered into in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts-of-law provisions thereof. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of the State of New York with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

Customer Signature: 

Acct: 223741

OT: 101

Agmt:

Pg: 2 of 2

933112

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Ord:

933112



25-1022 A 2 of 8

# BLOOMBERG SCHEDULE OF SERVICES

LESSOR: BLOOMBERG L.P.

LESSEE: EL DORADO COUNTY

ACCOUNT No: 223741

DEPARTMENT: \_\_\_\_\_

ORDER DATE: 03/22/2002

ORDER No: 933112

EQUIPMENT ADDRESS:

EL DORADO COUNTY

360 FAIR LANE

BILLING ADDRESS: (Payment only accepted from Billing Party listed below)

EL DORADO COUNTY

360 FAIR LANE

PLACERVILLE CA 95667  
(City) (State/Province) (Postal Code)

UNITED STATES

USER CONTACT:

PLACERVILLE CA 95667  
(City) (State/Province) (Postal Code)

UNITED STATES

BILLING CONTACT:

SYLVIA EARL 530 6215819

Lessor and Lessee are parties to a BLOOMBERG AGREEMENT, Number **849385** (the "Agreement"), which sets forth the terms and conditions under which Lessor provides to Lessee the Services described therein.

QUANTITY	TYPE OF SERVICES/EQUIPMENT ORDERED	MONTHLY UNIT PRICE	COMMENCEMENT DATE OF TERM
01	15"FlatPnl w/PC Lease	1,385.00	
01	Dedicated T1/E1 Circuit	495.00	

PO# \_\_\_\_\_ Total: \$ 1,880.00

## TERMS AND CONDITIONS

### 1. INSTALLATION OF SERVICE(S); OTHER EQUIPMENT

Pursuant to the Agreement, Lessee has requested Lessor to provide the Services at the stated equipment address (as noted above). The Services include one free subscription to Bloomberg Magazine for each user of the BLOOMBERG PROFESSIONAL service. The Services may also include the receipt of Bloomberg-distributed television program(s). In such event, Lessor will install, at its expense, the satellite dish and receiver at Lessee's office necessary to receive the program(s). Lessee shall bear the cost of cabling from the Equipment to the satellite dish and if necessary other related equipment and shall be responsible for obtaining the necessary authorizations, space, roof rights and rights-of-way for proper installation of the satellite dish, receiver, cabling and related hardware. The program(s) shall be displayed by Lessee on such Equipment receiving the Services. This process and cabling must be completed at, or prior to contract renewal(s), new installation(s) and/or relocation(s).

### 2. TERMS & CHARGES

- The initial Term (as defined in the Agreement) is from the first day Services or additional Services are provided to the second anniversary of that date. Circuit installation or upgrades do not affect the term of the Agreement. The fee commences the day following actual installation and shall be invoiced quarterly in advance. To the extent permitted by law, Lessor may send and Lessee agrees to receive invoices via email. Any fee increase of which Lessee is notified in accordance with the Agreement will take effect as specified notwithstanding the issuance of a Schedule setting forth the then current fee.
- All installations, upgrades, removals, relocations, conversions, equipment modifications and other changes related to the Services will automatically be charged at Lessor's prevailing rates and Lessee will be invoiced accordingly. If local dedicated circuits for network access are provided by Lessor to Lessee, the charges for such dedicated local circuits are not guaranteed for the term of the Agreement. Increases and/or discounts to such charges may be made on ninety (90) days' advance written notice and customer relocations may result in immediate price adjustments for such local circuits. Lessee may terminate dedicated circuits for network access upon ninety (90) days' advance written notice, provided that Lessee has installed a replacement approved by Lessor.
- The Total does not include monthly fees for real-time exchange and third-party information services or applicable taxes. All applicable taxes, including without limitation, sales tax and VAT, shall be added to the charges for the Services and set forth on the invoices. If tax-exempt, a copy of the State/Foreign Tax Exempt Certificate must be submitted upon signing the Agreement.

(Additional terms on next page with required acknowledgment)

Customer Initial: \_\_\_\_\_ Acct: 223741 Agmt: 849385 Ord: 933112 DT: 103 Page 1 of 2 SchUS 01/02





# BLOOMBERG FLAT PANEL

In the event that this Schedule provides, or may from time to time provide, for one or more Flat Panel screens, the Lessee agrees not to separate, unbolt, move, modify, interface, duplicate, redistribute or otherwise disconnect any one, both, or four of the Flat Panel screens, or use any one, both or four of the screens in a manner inconsistent with the terms of this Agreement, without Lessor's prior written consent. Unauthorized access or use is unlawful and Lessor shall have all recourse and rights as set forth in the Agreement. The lease term for the Flat Panel shall be the same as that of the specific BLOOMBERG PROFESSIONAL to which it is attached. The Lessee's fee applicable to the double screen shall commence on the date following actual installation.

## 4. SHARED NETWORK; MULTIPLE SERVICES

In the event that this Schedule provides, or may from time to time provide, for a fee for Services calculated on the basis of a shared local network at the same physical location or multiple Services, then at such time as the network is no longer shared, or multiple Services are no longer leased, the fee for Services shall be increased to the prevailing rate for Services provided on an unshared or single Service basis.

## 5. RECEIPT OF THE SERVICES VIA LESSEE'S AUTHORIZED EQUIPMENT (IF APPLICABLE)

- The Services shall be made available to Lessee by means of the authorized equipment set forth on the face of this Schedule or the Authorized Computers as set forth in the Datafeed Addendum (the "Authorized Equipment"). Lessee agrees that it will access the Services only through such Authorized Equipment. In no event will Lessee recirculate, redistribute or otherwise retransmit or re-route the Services to any other equipment or display or permit the use of any information included in the Services on any other equipment or display device.
- Lessor shall have the right at any time, or from time to time, to change the technical specifications of any aspect of the Services and, in such event, Lessee shall take all reasonable steps, at its expense, to modify, reconfigure, upgrade or replace the Authorized Equipment in order to maintain compatibility, functionality, quality, speed and convenience of the Services.
- Lessor shall have no responsibility for installing, labeling, testing, maintaining, relocating or removing the Authorized Equipment, or for training or providing support documentation to Lessee's employees in the use of the Authorized Equipment. All cabling, connections and any interface (including hardware, software, network or otherwise) between Authorized Equipment and Lessor's Equipment are the responsibility of Lessee. NOTWITHSTANDING THE ABOVE, LESSOR SHALL HAVE ALL RIGHTS WITH RESPECT TO THE AUTHORIZED EQUIPMENT, INCLUDING, BUT NOT LIMITED TO ACCESS, AND LESSEE SHALL HAVE ALL OBLIGATIONS AND RESPONSIBILITIES WITH RESPECT THERETO, AS ARE STATED IN THE AGREEMENT WITH RESPECT TO EQUIPMENT GENERALLY. In addition, Lessor shall have the right to participate in the provision of training and the preparation of support documentation relating to the use of the Services by means of the Authorized Equipment, although Lessor shall have no obligation in this regard.
- In addition to those limitations on liability contained in the Agreement, Lessor, its officers, employees, suppliers and third-party agents, shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of Lessor, its employees, sub-contractors, agents, equipment vendors or otherwise, arising in connection with the use, installation, or provision of the Services by means of the Authorized Equipment and shall not be liable for any lost profits, punitive, incidental or consequential damages or any claim against Lessee by any other party with respect thereto. Lessee agrees that Lessor is not responsible for any fault, inaccuracy, omission, delay or any other failure in the Services caused by Lessee's hardware, software, cabling, network services, or arising from Lessee's use of the Services on such equipment.

## 6. THE BLOOMBERG TRAVELER (IF APPLICABLE)

- THE BLOOMBERG TRAVELER: (i) must be associated with a specific BLOOMBERG PROFESSIONAL service license leased by Lessee; (ii) will not be used for an extended period of time in a time zone different than that of its associated BLOOMBERG PROFESSIONAL service license nor in a manner that will result in a reduction of Lessee's existing or potential subscriptions to Lessor's Services; (iii) will disenable the associated Service for a certain period of time; and (iv) is leased and may be terminated upon 30 days' prior written notice to Lessor. Lessee will incur a connection fee for any relocation of Lessor-provided software or Services.
- Lessee-provided hardware and software must meet all technical specifications provided by Lessor. Lessee accepts responsibility for properly loading, maintaining and upgrading THE BLOOMBERG TRAVELER software on Lessee-provided hardware, in accordance with Lessor's instructions and procedures. The software is furnished under the Agreement and may be used only in accordance with the terms of such Agreement. Except as provided in the Agreement, the software may not be: (i) copied, broadcasted, reproduced, ported or otherwise routed to or used in any fashion on any non-authorized computer or display or in any other application; (ii) recompiled, decompiled, disassembled, reverse engineered, made into or distributed in any form of derivative work; (iii) modified, adapted, translated, rented, leased, loaned, resold, distributed or, except as provided in the Agreement, networked in whole or in part; or (iv) used with any other terminal, network, or device except as permitted by this Agreement. LESSOR MAKES NO WARRANTY OF ANY KIND WITH REGARD TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Lessor shall not be liable for errors contained in the software or for indirect, incidental, consequential or special damages in connection with the furnishing, performance or use of the software.

## 7. COMMUNICATIONS CIRCUITS AND FACILITIES

Lessor shall attempt to resolve any inquiries that Lessee has with respect to communications circuits and facilities used in accessing Lessor's Services. Notwithstanding any provision in the Agreement or the Schedule of Services, Lessor is not responsible or liable for the availability or reliability of any communications circuit or facility which Lessor secures from a third-party or for any act or omission of such third-party furnishing such communications circuit or facility. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO SUCH CIRCUITS OR FACILITIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF SUCH CIRCUITS OR FACILITIES.

## 8. FORM

This Schedule, and any amendments hereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

ATTEST: DIXIE L. FOOTE, Clerk

of the Board of Supervisors

Agreed to by:

BLOOMBERG L.P.

By BLOOMBERG INC.,

General Partner

Agreed to by:  
EL DORADO COUNTY

Company Name (Please Type or print)

*Margaret E. Moody*

DEPUTY

4-9-02

Signature (Duly authorized officer, partner or proprietor)

David A. Solaro

Name (Please type or print)

Chair, Board of Supervisors

Title (Please type or print)

*April 9, 2002*

Date

Date

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Account 223741

Agreement 849385

Order 933112

DT: 103

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SchUS 01/02

BLOOMBERG DATAFEED ADDENDUM

ACCOUNT No: **223741**  
ORDER No: **933112**

Addendum to the Bloomberg Agreement No. **933112** (the "Agreement") between Bloomberg L.P. ("Bloomberg" or "Lessor") and **EL DORADO COUNTY** ("Lessee").

**Background**

- A. Lessor and Lessee are parties to the Agreement referenced above and the Schedule(s) of Services (the "Schedule").
- B. Lessee has indicated a desire to receive certain information contained in the Services (the "Information") by means of a datafeed (the "Datafeed") and to distribute the Information and Reformatted Information (as hereinafter defined) to Bloomberg-designated computers of Lessee equipped with a Bloomberg-supplied keyboard and/or Bloomberg proprietary computer boards (the "Authorized Computers").
- C. Lessor is willing to provide to Lessee the Information by Datafeed, subject to the terms and conditions of the Agreement, and as amended by this Addendum.
- D. Capitalized terms which are not defined herein shall have the meanings stated in the Agreement.
- E. If there are any inconsistencies between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall apply.

**Definitions**

- A. "Limited Amount" shall mean a portion or amount of information that, evaluated quantitatively and/or qualitatively, in Lessor's sole judgment, does not materially prejudice the ability of Lessor to exploit the Information or the ability of any source of any part of such Information to exploit such part of the Information or in each case to realize revenue in connection therewith.
- B. "Reformatted Information" shall mean Information in a form in which the underlying Information, in Lessor's sole judgment, remains identifiable.
- C. "Derived Information" shall mean Information used by Lessee for the purpose of carrying out calculations and displaying the results.
- D. "System" shall include, without limitation, any software, hardware or other equipment or services used by Lessee to receive, store, analyze, manipulate or process the Information, Reformatted Information or Derived Information.

**Rights to Use**

- 1. Lessor agrees that Lessee may, solely for the purposes and on the conditions set forth in this Addendum, receive the Information by means of a Bloomberg Datafeed into Authorized Computers of Lessee. Lessee may use the Information, Reformatted Information and Derived Information for Lessee's internal business purposes, including without limitation, as input to computer applications on Authorized Computers. In no event will Lessee permit the Information, Reformatted Information or the Derived Information to be used in any way not specifically authorized by Lessor. In no event will Lessee permit the Information or the Reformatted Information to be moved, copied, broadcast, reproduced, ported, or otherwise routed to or used in any fashion on any non-Authorized Computer, printer, display, or application; provided, however, that Lessee may store the Information, Reformatted Information and Derived Information as set forth herein. Lessee will take all steps reasonably necessary to ensure that Lessee's employees comply with all provisions of the Agreement, including this Addendum, and will obtain from its employees appropriate agreements regarding confidentiality and non-disclosure to prevent unauthorized disclosure and misuse during and after the Term.
- 2. Notwithstanding the provisions of the paragraph titled "Restrictions on Use" set forth in the Agreement and subject to paragraphs 1 and 4 (Rights to Use) of this Addendum, in the ordinary course of business, Lessee may use and disseminate a Limited Amount of the Information and Reformatted Information to support the primary business of Lessee; provided, however, that Lessee may not use or disseminate the Information, Reformatted Information or Derived Information in any manner which could cause the information so used or disseminated, in Lessor's sole good faith judgment, to be a source of or substitute for the Information otherwise required to be supplied by Lessor or available from Lessor. Subject to the foregoing restrictions, Lessee may use the Information, Reformatted Information and Derived Information in Lessee's services in the nature of providing company research to its customers, trade reporting, portfolio reporting and trade proposals.
- 3. The number and location of the Authorized Computers are set forth on the Schedule. Lessee agrees that each Authorized Computer, printer and Bloomberg controller will have a unique address, which will be provided to Lessor prior to installation. Lessor shall have all rights with respect to the Equipment provided by Lessor, including, but not limited to, access to such Equipment; and Lessee shall have all obligations and responsibilities with respect thereto, as stated in the Agreement.
- 4. Lessee agrees to comply with all restrictions on use required by providers of Exchange Data (as hereinafter defined) or Additional Information (as hereinafter defined).
- 5. Lessee understands that third-party contributors may choose to inhibit or prohibit their information from being accessed by Lessee via the Datafeed.
- 6. It is expressly agreed between the parties that the rights granted to Lessee under this Addendum do not include the right to store all or any part of the Information or Reformatted Information in databases for access by any non-Authorized Computers, non-BLOOMBERG PROFESSIONAL service license subscribers or any third party or the right to distribute any database services containing all or any part of the Information or Reformatted Information. Notwithstanding the prior sentence, Lessee may, solely for access by and use on the Authorized Computers, store the Information and Reformatted Information on Lessee's network server for the duration of the term of this Addendum. Upon termination of the Agreement or this Addendum for any reason whatsoever, Lessee shall use its best efforts to promptly delete or purge any and all Information and Reformatted Information, including copies of the Information and Reformatted Information from any System(s) Lessee used with the Information or Reformatted Information and Lessee shall immediately, upon such termination, cease using any and all Information and Reformatted Information. Lessee shall provide Lessor with evidence satisfactory to Lessor of all such deletion and cessation of use. At any time thereafter, if Lessee finds any Information or Reformatted Information on any of its systems that was not deleted or purged, Lessee shall at that time promptly delete or purge such Information. Upon termination of the Agreement or this Addendum, Lessee shall not be required to delete, purge or cease permitted use of (i) Derived Information or (ii) any Information or Reformatted Information that Lessee is required by a legal or regulatory body of competent jurisdiction to maintain for internal reporting, archiving or storage purposes after such termination.

**Protections**

- 7. Notwithstanding anything to the contrary contained in this Addendum or the Agreement, Lessee may not use any portion of the Information, Reformatted Information or Derived Information in any manner that is competitive with any product or service then being offered by Lessor including, but not limited to, any use of such data that may:
  - (a) result in the displacement of an existing subscription of, or the loss of a potential subscription by, a third party to Lessor's information services including, without limitation, services with respect to Additional Information (as hereinafter defined); or

(Additional terms on next page with required acknowledgment)

Customer Initial:  Acct: **223741** Agmt: **933112** Ord: **931312** DT: **107** Page 1 of 2 DatUS 11/99





- (b) result in reduction of Lessee's use of or potential subscriptions to Lessor's information service, including but not limited to the number of Authorized Computers and BLOOMBERG PROFESSIONAL service licensees under the Agreement receiving the Information; or
- (c) prejudice the rights of Lessor or any sources of any part of the Information to exploit its respective portion of the Information. If Lessor believes in good faith that such service or product of Lessee competes with Lessor in the manner specified above, Lessor may terminate this Addendum and/or the Agreement, pursue any and all remedies in respect of such breach, and may require that Lessee immediately discontinue its use of the Information and Reformatted Information and comply with the provisions of paragraph 6 hereof.
8. Lessor reserves the right to audit and monitor (whether physically or electronically) (i) the requests of Lessee for the Information, the Exchange Data, and Additional Information and (ii) the number of Authorized Computers enabled to access the Information, Exchange Data and Additional Information. Subject to the terms of this Addendum, Lessee shall allow Lessor access to any of its premises and appropriate access to the Authorized Computers at all reasonable times for the purposes of such auditing and monitoring.
9. Lessee agrees that if as a result of auditing or monitoring by Lessor under paragraph 8, Lessee is shown to be using the Information or Reformatted Information on non-Authorized Computers, except as permitted by this Addendum, or other computers enabled to access Exchange Data or Additional Information additional to those listed on the Schedule, Lessee shall be liable to pay additional charges and/or Exchange Fees (as defined herein) and/or Additional Information Fees (as defined herein) in respect of each such computer or display, such charges or fees to be calculated from the day following actual installation of the initial services. In addition, Lessor shall have the right in such event to terminate this Addendum and/or the Agreement and to pursue any and all remedies in respect of such breach.
10. The number and location of Authorized Computers enabled to access Exchange Data and Additional Information are as shown on the Schedule.

#### Reports

11. Lessee agrees to maintain a log and produce a report to Lessor on a monthly basis, or as reasonably requested, listing the number of Authorized Computers per location and the unique address of each Authorized Computer.
12. As requested by Lessor, Lessee shall provide to Lessor a certificate signed by Lessee's external or internal auditors or such other authorized person acceptable to Lessor verifying the most recent of the reports referred to in paragraph 11 above and the service charges paid by Lessee and confirming that Lessee is in compliance with all terms and conditions of the Agreement and this Addendum.
13. Lessee will include in the monthly report the number and location of Authorized Computers enabled to access stock and commodity or other applicable exchange data included in the Services ("Exchange Data") and/or information included in the Services under agreements between Lessor and the providers of such information ("Additional Information"), as are shown on the Schedule. Lessee shall pay all fees charged by the relevant exchanges for access to Exchange Data ("Exchange Fees") or fees charged by the relevant third party for access to Additional Information ("Additional Information Fees"). Lessee acknowledges and accepts that such fees may be charged on the basis of each Authorized Computer enabled to access such data or information and that the basis of charging and amount of such fees may change upon notice.

#### Display Requirements

14. Lessee agrees to identify the Information and Reformatted Information by displaying it in accordance with the following rules:
- (a) any third-party contributed data contained in the Information shall be identified by the name of the third party or as otherwise required by such contributor.
- (b) any data contained in the Information and Reformatted Information contributed directly by Lessor shall be identified as Bloomberg data.
15. Lessee will ensure that all real-time Information is displayed with the Lessor time stamp as supplied to Lessee and will use its best efforts to ensure that:
- (a) its computer system will respond in less than three (3) seconds to all requests to display the Information as permitted by this Addendum and the Agreement.
- (b) where the Information is displayed in real-time, it will be displayed in less than three (3) seconds from the time it is received through the Datafeed into the Authorized Computers.
16. Lessee shall pass on all Lessor-provided system status messages to the Authorized Computers which are displaying any Information and Reformatted Information.
17. All Exchange Data and Additional Information shall be displayed by Lessee in accordance with the rules of the relevant exchange(s) and Additional Information providers.

#### Additional Terms and Conditions

18. Lessee agrees that Lessor is not responsible for any fault, inaccuracy, omission, delay or any other failure in the Information, the Reformatted information, the Derived Information, the Exchange Data or the Additional Information caused by Lessee's computer equipment or arising from Lessee's use of the Information on such equipment.
19. If Lessee is a Trading or Portfolio system user of Lessor's information systems, paragraphs 6 and 14 of this Addendum shall not apply to information which originates from securities stored in Trading or Portfolio system.
20. This Addendum, including any modifications, waivers or notifications relating thereto, may be executed and delivered by facsimile or electronic mail. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement.

Agreed to by:

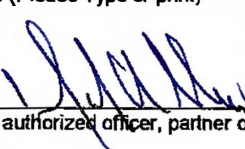
**EL DORADO COUNTY**

Company Name (Please Type or print)

Agreed to by:

**BLOOMBERG L.P.**

By: BLOOMBERG INC.,  
General Partner

✓   
Signature (Duly authorized officer, partner or proprietor)

David A. Solaro

Name (Please type or print)

Chair, Board of Supervisors

Title (Please type or print)

7/10/02

Date

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Agreement: 933112

Order: 933112

DT: 107

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ATTEST: DIXIE L. FOOTE, Clerk

of the Board of Supervisors:

By   
DEPUTY 4-9-02

**BLOOMBERG ELECTRONIC TRADING AND ORDER ROUTING SERVICES AGREEMENT**

USER: EL DORADO COUNTY  
(Company Name)

ACCOUNT: 223741  
AGREEMENT: 2853237  
ORDER: 21852887

User and Bloomberg Finance L.P. ("SP") and its Affiliated Companies (as defined in paragraph 7 below) agree as follows:

1. SP or its Affiliated Companies and User are parties to BLOOMBERG AGREEMENT(S) governing the use of the BLOOMBERG PROFESSIONAL service (collectively, the "Bloomberg Agreement"). The Bloomberg Agreement applies to (a) all electronic-trading systems, products or services, order-routing systems, products or services and other transactional systems, products or services accessible via the BLOOMBERG PROFESSIONAL service and (b) the services listed on the Electronic Trading and Order Routing Menu Page, as it may be updated by SP from time to time ("Menu ETOR") to add or delete additional services (all services described in (a) or (b), collectively, "Electronic Trading"). The term "Services" in the Bloomberg Agreement shall include Electronic Trading. Menu ETOR is accessible via the BLOOMBERG PROFESSIONAL service function ETOR <GO> (or its replacement function) and is incorporated herein by reference. In addition, any additional services shall be deemed part of Menu ETOR from User's first use of any such additional service. "Customer" shall mean any person or entity enabled or caused to be enabled by User for Electronic Trading. User shall not enable or cause to be enabled any Customer for Electronic Trading until such Customer has entered into an agreement with SP or an Affiliated Company as specified by SP from time to time containing provisions similar to those contained in this Agreement with respect to Electronic Trading.
2. If User provides quotations in interests quoted on Electronic Trading to any other system, product or service that commingles quotations ("Other System"), User shall enable its customers that are also customers of SP or its Affiliated Companies to interact with User's relevant pricing display(s) on Electronic Trading to the extent User has enabled such customers, or caused such customers to be enabled for an Other System. If User contributes or provides prices or ratings to SP or on any product or service provided by SP and/or its Affiliated Companies, User hereby grants to SP, and SP hereby accepts, a nonexclusive, worldwide license to use such prices or ratings in SP's generic, "fair value," composite or theoretical prices or ratings, or other similar pricing or rating models, and in the development and distribution of SP's descriptive database.
3. User shall comply with all applicable laws, regulations and rules in its use of Electronic Trading and User shall settle or cause to be settled all trades entered via the BLOOMBERG PROFESSIONAL service or any computer link (collectively with the BLOOMBERG PROFESSIONAL service, an "Electronic Link") licensed to User or Customer, regardless of whether User or Customer authorized the individual or Customer who entered or effected the trade to do so. Each time User enters an order, effects a transaction or otherwise uses Electronic Trading or enables a Customer to use Electronic Trading, it shall be deemed to represent and warrant to SP and its Affiliated Companies that: (a) User understands that the laws of many jurisdictions require non-resident firms to obtain licenses as financial services providers before soliciting transactions from entities located in such jurisdictions and User has obtained all required licenses in the jurisdictions in which Customers are located; (b) User has all regulatory and legal authority to enter into this Agreement and to engage in Electronic Trading; (c) if User has Customers in the United States that transmit or receive orders in securities, it (x) is registered with the U.S. Securities and Exchange Commission as a broker-dealer and is a member of the Financial Industry Regulatory Authority, Inc., or (y) will comply at all times with the exemption from such registration provided by Rule 15a-6 under the U.S. Securities Exchange Act of 1934 or (z) is otherwise exempted or excepted from such registration; (d) User is a sophisticated market participant that is knowledgeable about the securities and interests traded or routed by use of Electronic Trading and understands the related risks; (e) if User uses Electronic Trading to enter into a derivatives transaction, User (i) has total assets exceeding U.S. \$10 million or the equivalent in another currency, or (ii) is a regulated financial institution, insurance company, broker-dealer or futures commission merchant, or (iii) is an "eligible contract participant" ("ECP") as defined in the U.S. Commodity Exchange Act; and (f) User has implemented commercially reasonable security procedures intended to limit access to Electronic Trading to authorized individuals. User shall pay all applicable access and transactional fees set forth on Menu ETOR or of which User has been given prior written or electronic notice, in each case related to the Electronic Trading of User and/or of a Customer, and any sales tax, VAT, GST or similar taxes imposed on the access and transactional fees.
4. Each time User uses the Services, User shall be deemed to represent, warrant and covenant to SP and its Affiliated Companies that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Agreement; and (ii) its use of Electronic Trading complies with all applicable laws, rules and regulations. SP, SP's Associated Persons (as defined in paragraph 7 below) and the Additional Entities (as defined below) make no warranties, express or implied, with respect to Electronic Trading. To the maximum extent permitted by law, User releases SP, the Additional Entities, SP's Associated Persons and its third-party agents from all liability, including, without limitation, for any lost profits, losses, punitive, incidental or consequential damages arising from User's use or any use by Customers of Electronic Trading, including but not limited to any failure of any Electronic Link, regardless of the cause; provided, however, that an Additional Entity acting as a counterparty to a trade shall not be released from liability for its failure to settle a trade with User. In any event, and subject to the aggregate liability limitation set forth in the Bloomberg Agreement, to the extent permitted by law, the aggregate liability of SP and SP's Associated Persons arising in connection with a given Electronic Trading system, product or service for damages, regardless of the form of the action, shall not exceed the fees paid by User for the BLOOMBERG PROFESSIONAL service subscription(s) of User enabled for the Electronic Trading system, product or service in question during the three months preceding the first loss or damage, or in the case of Customers enabled on, or User's use of an Electronic Link other than the BLOOMBERG PROFESSIONAL service, such liability shall not exceed the fees paid by User for a single BLOOMBERG PROFESSIONAL service subscription during the three months preceding the first loss or damage. Any liability of SP and SP's Associated Persons under the Bloomberg Agreement, this Agreement or otherwise arising from Electronic Trading shall reduce the amount of the maximum liability under the Bloomberg Agreement. No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. User may not bring any action, regardless of form, arising out of or pertaining to any of the Electronic Trading more than one year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law. "Additional Entities" shall mean dealer participants, system operators, exchanges, markets, order aggregation facilities, executing brokers, clearing brokers and any other entities or persons involved in Electronic Trading.

Account: 223741 Agreement: 2853237 Order: 21852887 DT: 584 CI: BFLP Pg 1 of 2 ETORSA 02/11/11

1. BLOOMBERG FINANCE L.P. ("SP") AND ITS AFFILIATED COMPANIES (AS DEFINED IN PARAGRAPH 7 BELOW) AGREE AS FOLLOWS:



5. User shall indemnify, hold harmless and at User's expense defend SP, SP's Associated Persons and the Additional Entities against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with a breach of this Agreement by User or use of Electronic Trading by User or Customer, except that an Additional Entity shall not be indemnified for its failure to settle a trade with User initiated via an Electronic Trading system, product or service.
6. SP's Associated Persons and the Additional Entities shall be third-party beneficiaries with respect to User's agreements and obligations hereunder.
7. "SP's Associated Persons" shall mean Affiliated Companies of SP and the partners, suppliers, successors and assigns of SP and its Affiliated Companies and their respective officers, directors, employees and representatives, and the term "Affiliated Companies" shall mean those companies controlling, controlled by, or under common control with SP, including, without limitation, those Affiliated Companies listed on Menu ETOR that are involved in making Electronic Trading available. SP's signature on this Agreement shall be on its own behalf and on behalf of its Affiliated Companies, as applicable.
8. SP and/or its Affiliated Companies shall have the right to terminate and/or suspend User's and/or Customers' use of any and all Electronic Trading at any time. This Agreement shall terminate upon the termination of the Bloomberg Agreement. Paragraphs 4, 5 and 6 shall survive the termination of this Agreement.
9. SP and User intend this Agreement to be a valid legal instrument. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving to the maximum extent the rights and commercial expectations of the parties.
10. By written notice to User, SP may amend this Agreement for regulatory purposes or to provide additional services. User shall have the right to assign this Agreement or the rights hereunder only with the written consent of SP which, in the case of an assignment by User to any of its affiliates that are in substantially the same business as User, shall not be unreasonably withheld.
11. This Agreement and any modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means, including any communication implementing the procedures in such website, shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such facsimile, electronic mail transmission, or communication via such electronic means shall be deemed to be in writing. If User's signature or acknowledgment is requested or requested with respect to any document in connection with this Agreement and any employee or representative authorized by User "clicks" in the appropriate space on a website designated by SP or takes such other action as may be indicated by SP, User shall be deemed to have signed or acknowledged the document to the same extent and with the same effect as if User had signed the document manually. User acknowledges and agrees that it has the ability and knowledge to print information delivered to User electronically, or otherwise knows how to store that information in a way that ensures that it remains accessible to User in an unchanged form.
12. This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable choice-of-law principles. The parties hereto agree to submit to the jurisdiction of each of the federal and state courts located in New York County, New York in connection with any matters arising out of this Agreement and not to assert a defense of forum non conveniens, sovereign immunity, Act of State or analogous doctrines in connection with any action. If there are any inconsistencies between this Agreement and the Bloomberg Agreement with respect to Electronic Trading, this Agreement shall govern. If there is any conflict or inconsistency between this Agreement and any other agreement between SP and User and/or any of SP's Affiliated Companies with respect to Electronic Trading, then such other agreement shall prevail, but only to the extent of the conflict or inconsistency.

Agreed to by:

**EL DORADO COUNTY**

Company Name

*C. L. Rafferty*

Signature (Duly authorized signatory, officer, partner or proprietor)

*C. L. Rafferty*

Name (Please type or print)

Treasurer - Tax Collector

Title (Please type or print)

15 May 2012

Date

Agreed to by:

**BLOOMBERG FINANCE L.P.**

By: BLOOMBERG (GP) FINANCE LLC,  
General Partner

*Marco Lopez*

Signature of Authorized Signatory

Date

5/22/12

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