

IANS SERVICES MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement"), effective as of this 9th day of January 2024 (the "Effective Date"), is entered into by and between The Institute for Applied Network Security, LLC, a Massachusetts limited liability company ("IANS"), and El Dorado County, a political subdivision of the State of California ("Customer").

1. SERVICES/PRODUCTS. IANS agrees to sell and Customer agrees to buy access to the products (the "Products") and services (the "Services") identified in an order form (the "Order Form") that is attached and incorporated into this Agreement. All Services/Products to be provided by IANS shall be purchased or licensed under an Order Form and are subject to the terms and conditions of this Agreement. Customer shall pay IANS all of the fees and on the payment schedule in the applicable Order Form. All payments shall be made in U.S. Dollars and unless specified otherwise on the applicable Order Form within forty-five (45) days from the invoice date. The fees stated are exclusive of tax. All taxes, duties and other governmental charges of any kind (including sales, services, use and value-added taxes, but excluding taxes based on the net income of IANS) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any Services or Products shall be borne by Customer.

2. PROPRIETARY RIGHTS. Unless expressly specified otherwise in an Order Form, all materials, deliverables, software, information, technology, tools, methodologies, studies, documentation, data, ideas, concepts and know-how owned by IANS prior to or independent of the commencement of the Services and any modifications and derivatives works thereof and any materials provided or developed by IANS (including but not limited to the Products) shall remain the exclusive property of IANS and/or its licensors (collectively, the "IANS Materials"). IANS reserves all rights not expressly granted by it to Customer under this Agreement. There are no implied rights.

IANS grants to Customer a non-exclusive, non-transferable, license to use the IANS Materials incorporated in any Services/Products licensed or purchased by Customer solely for Customer's internal use. The foregoing license is subject to the other terms set forth in this Agreement, any additional terms set forth in the applicable Order Form, and payment of all applicable fees. Licensee shall not and shall not allow any third party to (i) modify, translate, or create derivative works of the IANS Materials; (ii) sell, lease, license, sublicense, market or distribute the IANS Materials; or (iii) use the IANS Materials for any timesharing, service bureau, subscription, rental or similar uses. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the IANS Materials. Customer shall not remove, destroy or alter any proprietary indicia, trademarks, service marks, trade names, logos, symbols and/or brand names of IANS in any IANS Materials.

3. CONFIDENTIAL INFORMATION. Any information that the receiving party knows or has reason to know (either because such information is marked or otherwise identified by the disclosing party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is confidential information of the other party and shall remain the sole property of the disclosing party. IANS Materials shall be deemed confidential information of IANS. Each party agrees that it shall not disclose, use, modify, copy, reproduce or otherwise divulge such confidential information other than to fulfill its obligations under this Agreement. The prohibitions contained in this Section shall not apply to information (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party. Neither party shall disclose to third parties, other than its agents and representatives on a need-to-know basis, the terms of this Agreement or any addenda hereto without the prior written consent of the other party, except either party shall be entitled to disclose (i) such terms to the extent required by law; and (ii) the existence of this Agreement and any Order Form.

4. TERM AND TERMINATION. This Agreement shall become effective with respect to each Order Form as of the effective date as specified in each Order Form and shall remain in full force and effect for the term of such Order Form(s) as specified therein. Either party may terminate any Order Form in the event that the other party materially defaults in performing any obligation under such Order Form and such default continues unremedied for a period of thirty (30) days following written notice of default,

except that IANS may immediately terminate an Order Form where a delay in terminating would have a material adverse effect on IANS. An Order Form shall terminate, effective upon delivery of written notice by either party to the other party: (i) upon the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (ii) upon the making of an assignment for the benefit of creditors by the other party; or (iii) upon the dissolution of the other party. In the event that IANS or the Customer terminates this Agreement prior to the stated term date for failure to perform contractual services, IANS agrees to refund amounts in excess of the amount owed by the Customer for actual services performed by IANS prior to the effective date of termination of the agreement, within thirty (30) days of the effective date of contract termination. IANS is not entitled to payment for work not performed as required by this Agreement. The provisions of Sections 2, 3, 4 (with respect to this sentence only), 5, 6 and 7 shall survive termination of the Services set forth in any Order Form.

5. INDEMNIFICATION. IANS shall defend, indemnify and hold harmless Customer from and against any suit, proceeding, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' fees) (collectively, "Damages") incurred as a result of claims by a third party against Customer arising from or connected with a claim that any of the IANS Materials infringe any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States. If a claim of infringement under this Section occurs, or if IANS determines that a claim is likely to occur, IANS shall have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the IANS Materials free of the infringement claim; or (ii) replace or modify the IANS Materials to make it non-infringing provided that the replacement Services or work product substantially conforms to applicable specification. Despite the provisions of this Section, IANS has no obligation with respect to any claim of infringement that is based upon or arises out of: (i) any modification to the IANS Materials if the modification was not made by IANS; or (ii) the use or combination of the IANS Materials with any hardware, software, products, data or other materials not specified or provided by IANS; or (iii) Customer's use of the IANS Materials other than in accordance with the specifications of the applicable Order Form or IANS' written directions or policies.

The indemnified party shall (i) promptly notify the indemnifying party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying party's obligation except to the extent it is prejudiced thereby, and (ii) have the right, at its own expense, to employ separate counsel and participate in the defense thereof. In no event may either party enter into any third-party agreements which would in any manner whatsoever affect the rights of, or bind the other party in any manner to such third party, without the prior written consent of the other party.

6. WARRANTY; LIMITATION OF LIABILITY AND DAMAGES. IANS WARRANTS THAT THE IANS MATERIALS ARE BASED ON IANS REASONABLE EFFORTS TO COMPILE AND ANALYZE THE BEST SOURCES REASONABLY AVAILABLE TO IANS AT ANY GIVEN TIME AND, THAT ANY OPINIONS REFLECT IANS JUDGMENT AT THE TIME AND ARE SUBJECT TO CHANGE. THE FOREGOING WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS, OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS, OR ADEQUACY OF INFORMATION. IANS RESERVES THE RIGHT TO MODIFY IANS MATERIALS AT ANY TIME. IANS shall not be liable for any damages incurred by Customer arising as a result of reliance upon the IANS Materials. Except for claims arising under Section 5, IANS' entire liability arising out of this Agreement shall be limited to and shall not exceed the fee paid to IANS by Client. Except for claims arising under Section 5, in no event will IANS be liable for any consequential, indirect, special, or incidental damages such as

damages for lost profits, business failure or loss, arising out of use of the IANS Materials whether or not IANS has been advised of the possibility of such damages.

7. MISCELLANEOUS. Any notice required or permitted hereunder shall be in writing and shall be delivered to the contact person listed on the Order Forms as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Customer may not, without the prior written consent of IANS, assign this Agreement or any Order Form, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. This Agreement is solely for the benefit of the parties and their successors and permitted assigns and does not confer any rights or remedies on any other person or entity. This Agreement shall be interpreted according to the laws of the State of California without regard to or application of choice-of-law rules or principles. This Agreement, Order Form(s) entered into between the parties and any addenda shall constitute the entire agreement between IANS and Customer with respect to the subject matter hereof and all prior agreements, representations, and statements with respect to such subject matter are superseded hereby, including without limitation any non-disclosure agreement previously executed between the parties. This Agreement may be changed only by written agreement signed by both IANS and Customer. If either party is prevented from performing any of its obligations under this Agreement or Order Form due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers (a "force majeure event") the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that Customer will not be excused from the payment of any sums of money owed by Customer to IANS for Services provided prior to the force majeure event; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate the applicable Order Form. Neither this Agreement nor the Order Forms (and other schedules and exhibits thereto) may be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

8. LEVINE ACT STATEMENT. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), IANS shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by IANS, if any, to any officer of County.

9. CONTRACT ADMINISTRATOR: The County Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies Department, or successor.

10. ELECTRONIC SIGNATURES: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

11. INSURANCE: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

12. AUDIT BY CALIFORNIA STATE AUDITOR: IANS acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, IANS shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

IANS and Customer have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

IANS:

Customer:

The Institute for Applied Network Security, LLC

El Dorado County

By : _____

By : _____

Name (print): Philip Gardner_____

Name (print): _____

Title: CEO_____

Title: _____

Date: _____

Date: _____

Exhibit A California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is IANS's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____YES _____NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____YES _____NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual