This Cordico Subscription Agreement ("Agreement") is entered into by CORDICO INC. (a Delaware Corporation) headquartered at 2377 Gold Meadow Way, Suite 100, Gold River, CA 95670 ("Cordico"), and the El Dorado County Sheriff's Office, located within the State of California ("Subscriber"). This Agreement is enforceable as of the date it is signed by both parties, with an effective date of _____[1] (the "Effective Date"), subject to the Terms and Conditions below.

1. **Software as a Service (SaaS).** Cordico provides wellness software as a service (the "Service"), as more fully described in Exhibit A hereto, where a software application (the "app") is a mechanism to deliver Cordico's content and related wellness services. Cordico will provide the Service throughout the Term, as defined below. Subscriber shall not share login credentials or permit access to the app beyond its personnel or authorized user base. Permitting access beyond the foregoing shall be a breach of this Agreement.

2. **Fees and Invoicing**. Subscriber shall pay Cordico an annual subscription fee of $30,000.00 per year (the "Subscription Fee"). The Subscription Fee covers all costs related to the app including build, design, licensing, maintenance, and updates. The Subscription Fee for the Initial Term, as defined below, shall be invoiced as of the Effective Date, with payment due within thirty (30) days. The Subscription Fee for each Renewal Term, as defined below, will be invoiced on the anniversary of the Effective Date, with each payment due within thirty (30) days, and may be increased based on Cordico's pricing policies then in effect.

3. **Term**. The Term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew in additional one-year increments (each, a "Renewal Term") unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the then-applicable Term. The Initial Term and all Renewal Terms shall collectively comprise the "Term" of this Agreement.

4. **Termination**. This Agreement may not be terminated during the Initial Term. However, this Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any material obligation or remedy any material default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

5. **Independent Contractor**. The parties acknowledge and agree that Cordico is an independent contractor and that the relationship between Cordico and Subscriber is not that of employee and employer. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits.

6. **Confidentiality**. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

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[1] Effective Date is determined by the parties at time of signing.

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7. **Intellectual Property.** All materials and content delivered by the Service, including but not limited to all object and source code, all data created, developed, or reduced to practice, and all written, image-based, or video-based content underlying the Service that is not specifically provided by Subscriber (collectively "Cordico Content") is the proprietary intellectual property of Cordico and/or its suppliers or licensors. Subject to this Agreement and any other applicable agreement between Cordico and Subscriber, Subscriber is granted an exclusive limited right to access and use the Service in accordance with this Agreement. In the event this Agreement is terminated, or Subscriber ceases to be an active Cordico customer, Subscriber shall lose access to the Service and to all Cordico Content, and shall discontinue all use of Cordico Content for any purpose at the time of termination. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any other rights or license to Cordico's confidential information, confidential materials, trade secrets or intellectual property rights, whether by estoppel, implication or otherwise. The Service and all Cordico Content is protected to the maximum extent permitted by trademark, copyright, and patent laws. Subscriber may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Subscriber acknowledges that a breach or threatened breach of this section may cause Cordico to suffer irreparable harm and injury such that no remedy at law will adequately compensate Cordico. Cordico shall have the immediate right to injunctive relief with respect to such breach or threatened breach in addition to any other available remedy or relief.

8. **Warranty; Limited Liability**. Cordico warrants that the Service shall function as intended throughout the Term, but makes no other warranty of any kind with respect to the Service or software provided under this Agreement. In no event shall Cordico, or any of its affiliates, parents, subsidiaries, including such entities' officers, agents, members, managers, or employees, be liable for any indirect, special, incidental, or consequential damages (including without limitation lost profits and attorney's fees and costs of suit) of any kind, regardless of the basis on which such damages are claimed.

9. **Integration.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement, and it supersedes all prior agreements, understandings, negotiations, and proposals (whether written or oral) concerning the subject matter of this Agreement.

10. **Amendment.** This Agreement may not be amended except in a writing signed by both parties.

11. **Assignment.** Neither party shall, without the prior written consent of the other, assign the benefit or in any way transfer its obligations under this Agreement. Notwithstanding the foregoing, Cordico may assign this Agreement, without Subscriber's prior written consent, to any purchaser of all or substantially all of Cordico's assets, or to any successor by way of merger, consolidation, or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their respective parents, successors, assigns, and affiliates.

12. **Severability.** If any section of this Agreement is held to be invalid, the remaining sections will not be affected.

13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, not including its choice of law rules.

14. **Disputes; Choice of Forum**. In the event of any dispute between the parties to this Agreement, the parties shall attempt in good faith to mediate and resolve the dispute without legal action. In the event the dispute cannot be resolved by mediation, any proceedings to enforce the terms of this Agreement or arising out of or related to the subject matter of this Agreement shall be commenced solely in the Superior Court for the County of Sacramento, or, if that court lacks jurisdiction over the subject matter of the litigation, in the United States District Court for the Eastern District of California.

15. **Attorneys' Fees and Costs**. The prevailing party in any suit or action to enforce the terms of this Agreement or arising from the subject matter of this Agreement shall recover its attorneys' fees and costs of suit.

16. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

Contact information for billing, notices, and customer support are as follows:

CORDICO INC. Billing Information:	Subscriber Billing Information:
Email: info@cordico.com	Contact Name:
Address: Cordico, Inc. 　　　　　2611 Internet Blvd, Suite 100 　　　　　Frisco, TX 75034	Address:
Phone/Fax: (844) 267-3426	Phone/Fax:
CORDICO INC. FEIN Tax ID: 82-4323038	Email:

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tasha Thompson, Captain, Sheriff's Office, or successor.

IN WITNESS WHEREOF, Cordico and Subscriber have caused this Agreement to be entered into by their duly authorized representatives as of the Effective Date.

Authorized Signatory for Cordico Inc.

_____

By: _____

Title: _____

Date: _____

Authorized Signatory for Subscriber

_____

John Hidahl, Chair
Board of Supervisors
"County"

Attest:_____
Kim Dawson
Clerk of the Board of Supervisors

Date: _____

Software. Cordico will develop a customized mobile wellness app branded for Subscriber.[2] Cordico will own the app and the underlying technology and will provide the customized mobile wellness app to Subscriber representatives within 120 days of the final execution of this Agreement, provided that Subscriber provides Cordico with the necessary image files, contact information, and additional input necessary to complete the app in a timely manner. The app shall contain a variety of content and features, generally including the following:

- Customized iPhone (iOS) and Android Apps
- Confidential Access
- Adverse Childhood Experiences
- Alcohol Abuse
- Anger Management
- Anxiety, Worry, and Panic
- Behavioral Health Tools
- Brain Health and Cognitive Strength
- Chaplain Support (as applicable)
- Compassion Fatigue
- Critical Incidents
- Depression
- Emotional Health
- Emotional Survival (Dr. Kevin Gilmartin)
- Family Support
- Financial Fitness
- Grief and Loss
- Healthy Habits
- Injury Prevention
- Local Resources (as applicable)
- Marriage Guidance Mental Toughness
- Mindfulness
- Moral Injury
- New Hire: Keys to Wellness
- Nutrition
- Parenting Tips
- Peak Performance
- Peer Support (as applicable)
- Physical Fitness
- Posttraumatic Stress
- Psychological First Aid
- Push Notifications (optional)
- Relationship Success
- Resilience Development
- Retirement: Getting Prepared
- Self-Care Checklists
- Sleep Optimization
- Stress Management
- Stress Response
- Substance Abuse
- Suicide Prevention
- Supporting Children Who Fear for Your Safety
- Therapist Finder with Geo-Location (as applicable)
- Trauma
- Wellness Self-Assessment Tools
- Wellness + Technology Updates
- Wellness Videos
- Work-Life Balance

Software Support. In addition to provision of its software, Cordico provides the following support:

1. Hosting. Cordico will host the backend that delivers the content that is accessed in the app.
2. Technical Upgrades. As needed, Cordico will upgrade the app so that it meets the technical requirements for the iOS and Android Operating Systems.
3. Feature and Content Upgrades. Cordico will automatically update the app with new content and features as they are developed.
4. Ongoing Support, including:
 (a) End user support. Cordico will provide email and phone support for Subscriber's end users as they request changes to the app content.
 (b) Technical Support. Cordico will provide email/phone support for Subscriber's end users for any technical issues.
 (c) Training. Cordico will provide training through email, phone, or via web conferencing as needed.
 (d) Account Manager. Cordico will assign an account manager to Subscriber to be a point of contact for support needs.
 (e) Deployment. Cordico will help Subscriber deploy the CordicoShield solution as follows:
   i Installation Documents. Cordico will create a customized installation document that provides step-by-step instructions detailing how to install the iPhone and Android apps.
   ii Training Presentation. Cordico will develop a customized training presentation that will allow Subscriber to train their end users on how to install and use their app.
   iii Posters. Cordico will develop a customized poster that will help promote the app and provide instruction on how to install the app.

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[2] Note: If this Agreement is a renewal or an extension for an existing Subscriber, the app will not be redesigned, redeveloped, or redeployed, but Subscriber will continue to receive all applicable improvements, updates and support.