



AGREEMENT AND TERMS OF USE
For
Tehama County CA

Product Purchased: LETS Respond™ software product

Product Description: LETS Respond™ is a software product that allows a crisis response team to communicate with suspects in crisis while being monitored and accessed by various crisis response team members.

License: 2 year usage license for unlimited users; renewable at end of term

Maintenance and upgrades: included

Cost: \$8,126.70

Term: 2 Years

Warranty: as described in this Terms of Use

1.0 Agreement and Terms of Use: This Agreement and Terms of Use on behalf of an entity (“you”) and LETS – a Law Enforcement Technologies Corporation [LETS Corp], (“we,” “us” or “our”), concerning your access to and use of the letscorp.us domain and related websites as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Use.

1.1 IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

1.2 Supplemental Terms of Use or documents that may be posted on the Site from time to time are expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and provide written notification of the proposed changes within seven (7) days to confirm acceptance of those changes.

1.3 The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on



their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2.0 Intellectual Property Rights: Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

2.1 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

3.0 User Representations: By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; minors who are called by Negotiators or delivered a throw phone to engage with negotiators are not defined as using the Site; (5) you will not access the Site through automated or non- human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable laws or regulation.

3.1 If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

4.0 User Registration: You are required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.



5.0 Fees and Payment: We accept the following forms of payment: - Check, Visa, Mastercard or ACH transfer. Except for any trial period, you are required to pay a fee to access our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us.

5.1 We may change prices at the end of your billing term. Your use of the Site after the 60-day period manifests your agreement to any price change. We bill in annual increments and we send renewal invoices with any pricing changes 30 days before an account billing term expires. All payments shall be in U.S. dollars or AUD.

5.2 You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

5.3 We may correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

5.4 We offer a free trial period of 15 days (unless otherwise agreed between You and LETS Corp) for new users who register with the Site. The account will be charged according to the user's chosen subscription at the end of the free trial.

5.5 All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

5.6 If you are unsatisfied with our services, please email us at admin@letscorp.us or call us at (925) 566 - 5600.

6.0 Software We may include software for use in connection with our services. If such software is accompanied by an end user license agreement ("EULA"), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, and nontransferable license to use such software solely in connection with our services. Any Software and any related documentation is provided "as is" without warranty of any



kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms of Use.

7.0 Prohibited Activities: You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

7.1 As a user of the Site, you agree not to:

1a. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

2b. Make any unauthorized or illegal use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

3c. blank

4d. Use the Site to advertise or offer to sell goods and services.

5e. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.

6f. Engage in unauthorized framing of or linking to the Site.

7g. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

8h. Make improper use of our support services or submit false reports of abuse or misconduct.

9i. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.

10j. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.

11k. Attempt to impersonate another user or person or use the username of another user, except for law enforcement purposes.

12l. Sell or otherwise transfer your profile.

13m. Use any information obtained from the Site in order to harass, abuse, or harm another person.

14n. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.



15o. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.

16p. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.

17q. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.

18r. Delete the copyright or other proprietary rights notice from any Content.

19s. Copy or adapt the Site's software.

20t. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

21u. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

22v. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

23w. Disparage, tarnish, or otherwise harm us and/or the Site.

24x. Use the Site illegally or in a manner inconsistent with any applicable laws or regulations.

8.0 Mobile Application License: If you access the Site via a mobile application, then we grant you a revocable, non-exclusive, nontransferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application; (5) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time, unless LETS Corp. consents in advance; (7) use



the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (8) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

8.1 Apple and Android Devices The following terms apply when you use a mobile application obtained from either LETS Corp., the Apple Store or Google Play (each an “App Distributor”) to access the Site: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application; (3) in the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with any applicable third-party terms of agreement when using the mobile application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the mobile application; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

9.0 Submissions You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are nonconfidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive all rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You



agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

10.0 U.S. Government Rights Our services are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Use in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Use.

11.0 SITE MANAGEMENT We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including, reporting such user to law enforcement authorities; (3) in our sole discretion refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

11.1 User data: We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

12.0 Privacy Policy We care about data privacy and security. Please review our Privacy Policy: <https://letscorp.us/privacy-policy>. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. The Site is hosted in the United States. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then, through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or



knowingly market to children. Therefore, in accordance with the U.S. Children’s Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

13.0 Copyright Infringements. We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney.

14.0 Term and Termination. These Terms of Use shall remain in full force and effect while you use the Site. We may deny access to and use of the site (including blocking certain IP addresses), to any person for any reason or for no reason, including, without limitation, for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the site or delete your account and any content or information that you posted upon reasonable notice and opportunity to retrieve content any unearned portion of the fees paid shall be refunded. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including pursuing civil, criminal, and injunctive redress.

15.0 Modifications and Interruptions. We may change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We may also modify the Site without notice at any time. We will not be liable to you or to any third party for any modification or suspension of the Site. We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime.

16.0 Governing Law. This agreement is governed by California law, without regard to its conflict of laws principles, except that (i) if you are a U.S. Government entity, this agreement is governed by the laws of the United States, (ii) if you are a state or local government entity in the United States, this agreement is governed by the laws of that state, and (iii) if you are in a jurisdiction outside of the United States, the laws of that foreign nation apply, unless California law applies through that



jurisdiction's conflict of laws provisions. Any action to enforce this agreement must be brought in the State of California. This forum selection clause does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights.

17.0 Dispute Resolution - Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 calendar days before initiating litigation. Such informal negotiations commence upon written notice from one Party to the other Party.

17.1 One-year statute of limitations: Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use. In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose.

17.2 Restrictions. There is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons; there are no incidental or intended third-party beneficiaries in this Agreement.

17.3 Exceptions to Informal Negotiations and Arbitration The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; or (c) any claim for solely injunctive relief. If any of these provisions (a-c) is found to be illegal or unenforceable, then any such Dispute shall be decided by a court of competent jurisdiction; the Parties agree to submit to the personal jurisdiction of California state or federal court.

18.0 Corrections There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We may correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

19.0 Disclaimer The site is provided on an as-is and as-available basis. you agree that your use of the site and our services will be at your sole risk. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. We make no warranties or representations about the accuracy or



completeness of the Site's content or the content of any websites linked to the Site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the Site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted or otherwise made available via the Site. Furthermore, while we shall make reasonable efforts to transmit caller information, we assume no responsibility for the display of such information at the destination, as it is subject to factors determined solely by the destination carrier.

19.1 Limitations of Liability In no event will we or any of our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data or other damage arising from your use of the Site. Notwithstanding the foregoing, our liability to you for any cause whatsoever and regardless of the form of the action will be limited to the amount paid, if any, by you to us during the six (6) month period prior to any cause of action accruing. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

20.0 Indemnification:

LETS shall indemnify, defend, and hold harmless the County, its officers, officials, employees, and agents from and against any third-party claims, damages, liabilities, losses, or expenses (including reasonable attorneys' fees) that results in personal injury or property damage; (ii) any material breach of this Agreement by the County, or (iii) intellectual property infringement. This indemnity shall not apply to the extent that such claims, damages, liabilities, losses, or expenses are caused by the sole negligence, misconduct, or breach of this Agreement by the County or any of its officers, officials, employees, or agents, or by LETS. LETS's total aggregate liability, including any indemnification obligations under this Agreement, shall not exceed the greater of (a) the total fees paid to LETS under this Agreement in the twelve (12) months preceding the claim, or (b) the limits of LETS's applicable insurance coverage. Under no circumstances shall either party hereto be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of data, interruption of business, or lost profits, even if advised of the possibility of such damages. LETS shall not be responsible for claims or damages resulting from: (i) the County's misuse or unauthorized modification of the services or software; (ii) any combination of the LETS's services with third-party products or services not provided or approved by LETS; or (iii) failures caused by third-party infrastructure outside LETS's reasonable control (e.g., internet outages, public utility failures).



21.0 Electronic communications, transactions, and signatures: Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. you agree to the use of electronic signatures, contracts, orders, and other records, and you agree to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

22.0 Entire Agreement These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. We may assign any or all of our rights and obligations to others at any time. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them.

23.0 California Users and Residents If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445- 1254.

24.0 Contact Us In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: LETS – a Law Enforcement Technologies Corporation, 712 Bancroft Rd. #441 Walnut Creek, CA 94598 Phone: (925) 566 - 5600
admin@letscorp.us

25.0 County-Specific Data and Liability Provisions

These provisions are specific to the agreement with the County of Tehama and, to the extent of any conflict, supersede any conflicting provisions in Articles 1.0 through 24.0 of this Terms of Use, specifically including and modifying provisions in Article 11.1 (User data), Article 19.1 (Limitations of Liability), and Article 20.0 (Indemnification).



1. Data Ownership and Access

All data, communications, recordings, and materials generated or stored by the County through the LETS platform, referred to hereafter as County Data, remain the sole property of the County of Tehama.

Upon request or termination of service, the Vendor shall provide the County with the ability to export all County Data in a commonly usable electronic format within a reasonable timeframe. Vendor shall not withhold access to County Data due to termination, expiration, or dispute.

2. Data Retention and Deletion

Upon termination of services and at the County's direction, Vendor shall securely delete all County Data in its possession and certify deletion upon request, except where retention is required by law.

3. Security Incident Notification

Vendor shall notify the County of any confirmed security incident or breach that impacts County Data within 72 hours of discovery. Notification shall include, to the extent known, the nature of the incident, data impacted, and steps taken to mitigate and remediate.

4. Security Practices

Vendor agrees to implement and maintain reasonable and appropriate administrative, technical, and physical safeguards to protect County Data.

Vendor shall comply with its published security policies and practices provided to the County, including but not limited to its Information Security, Data Protection, Encryption, and Vulnerability Management policies, as in effect at the time of agreement. Material changes to such policies that reduce security controls shall not apply to the County without prior notice.

5. Limitation of Liability

Notwithstanding any limitation of liability in the Vendor's Terms of Service, such limitations shall not apply to Vendor's breach of confidentiality obligations, Vendor's failure to comply with the security obligations outlined in this addendum, or unauthorized disclosure of County Data caused by Vendor.



Signed _____	Signed _____
Date _____	Date _____
Name <u>Dave Kain</u>	Name <u>Michael Fitzgerald</u>
Title <u>Sheriff-Coroner</u>	Title <u>CEO</u>
Agency <u>Tehama County Sheriff's Office</u>	LETS - A Law Enforcement Technologies Corporation

Signed _____
Date _____
Name _____
Title <u>Chairman, Board of Supervisors</u>
Agency <u>County of Tehama</u>

Last updated April 29, 2026

Agreement #: _____

Vendor Number 135809

Budget Account Number 712-53280