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**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
EMSYSTEMS LLC, DBA JUVARE**

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency, a political subdivision of the State of California ("County") and EMSystems LLC, dba Juvare, ("Consultant"), a Delaware limited liability company, (collectively, the "Parties" and individually a "Party") for the provision of a real-time communications and emergency preparedness resource management platform.

Section 1. DEFINITIONS

- A. **Authorized User** - A health care provider, health department, or other entity authorized by County to use the System to coordinate emergency services and health information within the County of Shasta, and any employee of County, or an Authorized User whose job function requires use of the System.
- B. **County Data** - Data input by County or Authorized Users into the System and derivative data resulting from the processing of such input data by the System.
- C. **End User** - Individual that accesses or uses the System as authorized by the Authorized User.
- D. **Equipment** - Computers and other hardware (including, but not limited to, operating systems and other software residing on such hardware) which is operated or under the control of Consultant and used by Consultant in connection with the operation of the Software, and all replacements and modifications thereof.
- E. **Force Majeure Event** - (1) fire, flood, earthquake, hurricane, tornado, tsunami or other elements of nature or acts of God, (2) acts of vandalism or terrorism (electronic or otherwise) or war, (3) riots, civil disorders or revolutions, (4) strike or other significant labor disruption, (5) nonperformance by a third party, (6) any failures or fluctuations in telecommunications systems, lines or other Equipment or (7) any other cause beyond the reasonable control of either Party.
- F. **Rights** - All right, title and interest in and to the Software, including all intellectual property rights, "know how" and System design and functionality.
- G. **Software** - (1) EMSystems, LLC® software (EMResource Per Capita) and all related documentation; (2) any patents, copyrights, trade secrets, engineering and technical data, knowledge, experience, know-how, expertise and proprietary or other information possessed by Consultant relating to the design, development, sale, and use of the EMSystems, LLC® software or the documentation, including, but not limited to, specifications, test procedures, operation and maintenance manuals, and all other proprietary information relating, directly or indirectly, to the EMSystems, LLC® software; (3) documentation, (4) any revision, modification, translation, abridgment, condensation, expansion, collection, compilation, or other form in which the EMSystems, LLC® software and documentation may be recast,

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transformed, posted or adopted, regardless of whether it qualifies as a derivative work under U.S. copyright law and regardless of whether Consultant created it; and (5) any and all modifications to the Software.

- H. **System** - Modules of the Software set forth in Section 1.G., as amended from time to time, and the Equipment.
- I. **Training Services** - Training in the use of the System that Consultant makes available to County and Authorized User employees.
- J. **Use** – Accessing the Equipment, viewing the Software, and entering County Data into the System.
- K. **User Equipment** – Hardware, software, and communications lines, or capabilities that may be necessary for County or any Authorized User to use the system.

Section 2. RESPONSIBILITIES OF CONSULTANT

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Provide County with a non-exclusive, non-transferrable Software license for an unlimited number of authorized End Users for the Software, an internet based real-time communication and emergency preparedness resource management software program.
- B. Provide County with monthly webinar Training Services for the Software, when requested and/or when substantial changes occur.
- C. Provide Software upgrades within 10 days after they become available.
- D. Implement and practice industry standard security measures to protect the system against threats to the confidentiality, integrity and availability of information and services.
- E. Use software or devices which (1) require End Users to enter user identification codes and passwords prior to gaining access to System, as supplied by the Authorized User, (2) track the addition and deletion of End Users, and (3) control access of each End User to areas and features of the System as designated by the County.
- F. Ensure that System supports the Emergency Data Exchange Language ("EDXL") software language format for Hospital Availability Exchange ("HA VE") data sharing among emergency information systems.
- G. Resolve any technical issues that arise during the term of the agreement within three days of notification from County that a technical issue exists that is not caused by the County. Consultant shall respond to County requests for technical support within one business day from the time Consultant is contacted by County for

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technical support, Monday through Friday, 8:00a.m. - 5:00 p.m. Pacific Standard Time.

- H. Use commercially reasonable efforts to assist in replacing or regenerating data lost or damaged while data resides in the System.
- I. Consultant shall retain all data within the United States, and such data will only be accessed by Consultant's employees.
- J. By signing this agreement, Consultant acknowledges that they must comply with all applicable terms and conditions of CDPH Local Funding Agreement Number 17-10196 ("LFA 17-10196") pursuant to Section 30. Should Consultant be unable to access the electronic version of the CDPH LFA 14-10196, County will provide Consultant with a hard copy version upon written request.

Section 3. RESPONSIBILITIES OF COUNTY

- A. Pursuant to the terms and conditions of this agreement, County shall:
 - 1. Compensate Consultant as prescribed in Sections 4 and 5 of this agreement and monitor the outcomes achieved by Consultant.
 - 2. Implement and practice industry standard security measures for usernames/passwords and anti-virus software.
 - 3. Designate a Program Coordinator to originate service requests to Consultant via phone number 404-953-9038, or e-mail to sophie.john@juvare.com.
 - 4. Designate a County employee to work with the Consultant's Technical Support Team to resolve technical issues during County's normal business hours.
 - 5. Notify Consultant of any support issues within five business days of becoming aware of any issues, not including recognized holidays by County or Consultant.
 - 6. Obtain, operate, support, and maintain all User Equipment, at its sole expense.
- B. County shall not:
 - a. Use the System for a service bureau application without Consultant's prior written consent.
 - b. Use any screen or function of the Software that is not necessary for County's coordination of medical services or publishing of health information.

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- c. Access, modify, adapt, translate, or create derivative works based on any part of the Software or the System.
- d. Commercially exploit, market, license, or distribute access to or use of the System.
- e. Challenge Consultant's Rights in the Software.
- f. Assist or cooperate with any third party in challenging Consultant's Rights to the Software.
- g. Remove any copyright, trademark, or other notices that appear on or in the System.

Section 4. COMPENSATION

- A. Consultant shall be paid pursuant to **Exhibit A** "Quote", attached and incorporated herein, as follows:
 - 1. \$8,558.38 for Fiscal Year ("FY") 2024-25; and
 - 2. \$8,815.13 for FY 2025-26; and
 - 3. \$9,079.58 for FY 2026-27.
- B. Maximum compensation payable under this agreement shall not exceed \$26,453.09 during the entire term of this agreement.
- C. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- D. Consultant shall be paid via electronic invoice payment, automated clearinghouse ("ACH"), County Credit Card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization for within five days of execution of this agreement.

Section 5. BILLING AND PAYMENT

- A. Consultant shall submit to HHSA Administration Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 by July 15, 2024, for the services to be provided July 1, 2024 through June 30, 2025; July 15, 2025, for the services to be provided July 1, 2025 through June 30, 2026; and by July 15, 2026 for the services to be provided July 1, 2026 through June 30, 2027, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government,

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as directed by County, or the state or federal government as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT

- A. This agreement shall commence as of July 1, 2024, and shall end on June 30, 2027.
- B. Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for the County's responsibilities in this agreement in the County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County's responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County Executive Officer, or their designee, or the HHSA Director, or their designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall promptly refund the pro-rated amount of the pre-paid annual compensation to County based on a 365-day year, for each fiscal year using the following formula, $(\$FY \text{ total} / 365 = \$\text{amount per day} \times \text{the number of days left in the current year} = \text{amount reimbursed to County})$.

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Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and County HHSA Director, any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern. **Exhibit B** "Juvare, LLC Terms and Conditions and **Exhibit C** "Privacy Policy" are attached to and incorporated herein.
- E. Consultant acknowledges that this agreement shall supersede all other agreements, to include Juvare, LLC Terms and Conditions, and Privacy Policy.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent

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with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION

- A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. This indemnification provision is independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

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Section 12. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry Commercial General Liability Insurance and other coverage necessary to protect County and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:
1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
 2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
 4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each suit insured against whom a claim is made or suit is brought."
- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.
 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.

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- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees, covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- E. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than \$2 million per occurrence, \$2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant.
- F. Consultant shall require subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- G. With regard to all insurance coverage required by this agreement:
 - 1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement ; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.

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2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
3. In the event coverage is reduced or canceled, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of verification of Consultant meeting insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement and may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best’s rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as

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herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

9. For any claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and

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warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org.7, and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.

- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this Section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.
- D. Notwithstanding any other provision of this agreement, as set forth in LFA 14-10544, exhibit D(F), subsection 5(h), Consultant agrees to maintain and preserve, until three years after termination of LFA 14-10544 and final payment from CDPH to the Contractor (County), to permit CDPH or any duly authorized representative,

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to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 19. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
HHSA Public Health Branch
Attn: Contracts Unit 2650 Breslauer Way

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Redding, CA 96001
Phone: 530-225-3762
Fax: 530-225-3743

If to Consultant: Attn: President and CEO
EMSystems LLC
211 Perimeter Center Parkway NE Ste 700,
Atlanta, GA 30346

With a copy for all notices to Consultant also sent to legal@juvare.com

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or his/her designee.

Section 21. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of

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this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 25. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 26. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. DATA SECURITY, CONFIDENTIALITY AND ACCESS

- A. As between County and Consultant, all County Data is and shall remain the property of County. Consultant shall not, without County's written consent, use or disclose County Data other than in the performance of its obligations under this agreement.
- B. County and Authorized Users may Use the Software except in the following circumstances: (1) during any scheduled System downtime; (2) during a period of repair or maintenance of the System, or (3) when Consultant has suspended or terminated Use of the System as permitted under this agreement.
- C. If any County Data is lost or damaged due to the acts or omissions of Consultant while County Data resides in the System, Consultant shall use commercially reasonable efforts to assist in replacing or regenerating such data within three days after the County notifies the Consultant that County Data has been lost or damaged.

Section 28. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Consultant's staff or between Consultant and any subconsultants. County may use such work products for any purpose whatsoever. County acknowledges all works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding

No Withholding

anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto ("Rights in the System"). Consultant shall retain all Rights in the System and neither County nor any Authorized User shall have or obtain any such Rights.

Section 29. PATENT AND COPYRIGHT INDEMNITY

Consultant shall not provide County with any product or design that violates or infringes any registered United States patent, copyright, trade secret, or other intellectual property right. If County promptly notifies Consultant in writing of any third party claim against County that any software or other item provided to County by Consultant infringes any patent, copyright, trade secret, or other intellectual property right of any third party, Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from any product or design provided by Consultant to County that violates or infringes any registered United States patent, copyright, trade secret, or other intellectual property right. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officer, employees, agents, and volunteers, against any claim, suit, action or proceeding brought against the County, its elected officials, officer, employees, agents, and volunteers, arising from allegation, claim, or assertion any product or design provided by Consultant to County violates or infringes any registered United States patent, copyright, trade secret or other intellectual property right. Consultant shall not indemnify County, however, to the extent the alleged infringement is caused by: (1) County's modification of the software or item, (2) County's use of the software or item other than in accordance with the documentation or this agreement, (3) County's failure to use acceptable non-infringing corrections or enhancements made available by Consultant, or (4) information, specifications, or materials provided by County or any third party. If any software or other item is, or in Consultant's reasonable opinion is likely to be held to be infringing, Consultant shall at its expense and option: (1) procure the right for County to continue using it; or (2) replace or modify it so that it becomes non-infringing while giving equivalent performance. If Consultant is initially unable to perform either option (1) or (2), for a period not to exceed 180 calendar days, Consultant may require County to stop using the potentially infringing System or portion thereof, until Consultant can perform either option (1) or (2), providing however Consultant supplies County with an alternate means by which County may obtain equivalent performance.

Section 30. APPLICATION OF OTHER AGREEMENTS

Consultant and Consultant's officers, agents, employees, and volunteer, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by California Department of Public Health (CDPH) Local

No Withholding

Funding Agreement Number 17-10196 ("LFA 17-10196"). The CDPH "LFA 17-10196" is available at:

http://www.co.shasta.ca.us/index/hhsa_index/Health_and_Safety/emergency_prep/hospital_prep/shasta-county-hpp-contract-information. Should Consultant be unable to access the electronic version of the CDPH LFA 17-10196, County will provide Consultant with a hard copy version upon written request.

Section 31. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures 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 an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

No Withholding

IN WITNESS WHEREOF, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

KEVIN W. CRYE, CHAIR
Board of Supervisors
County of Shasta
State of California

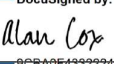
ATTEST:

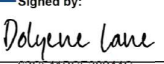
DAVID J. RICKERT
Clerk of the Board of Supervisors

By: _____
Deputy


Approved as to form:
JOSEPH LARMOUR
County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:
By: 
9CBA0F43322248B...
Alan B. Cox
Senior Deputy County Counsel


Signed by:
By: 
63C341BCE38944C...
Dolyene Lane
Risk Manager

INFORMATION TECHNOLOGY APPROVAL

Signed by:
By: 
0333A25F1FD4408...
Thomas Schreiber
Chief Information Officer

EMSYSTEMS LLC, DBA JUVARE

Date: 03/19/2025 | 6:13 PM PDT

Signed by:
By: 
03854DED775042F...
Rajib Roy
Chief Executive Officer

Tax I.D.#: On File

No Withholding

EXHIBIT A



Juvare Contact
Natalie Monnett
natalie.monnett@juvare.com

**When you send in a Purchase Order for the items below,
THE PURCHASE ORDER MUST INCLUDE THE
QUOTE NUMBER & QUOTE DATE TO BE ACCEPTED**

Quote Number: Q-13591 **Quote Date:** 3/10/2025
Quote for: County of Shasta, CA - EMResource **Quote Expires:** 5/30/2025
Renewal - 7/1/2024 - 6/30/2025

Quote To:	Ship To:
County of Shasta, CA	County of Shasta, CA
P.O. Box 496005	2650 Breslauer Way
Redding, California 96049-6005	Redding, California 96001

Quote Contact:
Fiscal Unit,
hhsafiscal@co.shasta.ca.us |

Thank you for your support of Juvare products and services! When you are ready to proceed with a Purchase Order:

- Address all Purchase Orders to **EM Systems LLC, 211 Perimeter Center Parkway, NE, Suite 700, Atlanta, Georgia 30346.**
- The terms and conditions of the master agreement by and between Juvare, LLC (or the above affiliate) and the Client, as set forth in the applicable master agreement, shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote. Any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void.
- Quotes issued in **US Dollars** and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juvare are subject to change. Substitutes will be provided for customer consideration and approval.

EM Systems LLC, a Juvare Company
211 Perimeter Center Parkway, NE, Suite 700, Atlanta, Georgia 30346 | Phone: 866.200.0165
© Juvare, LLC. Proprietary and Confidential.

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Juvare Contact
Natalie Monnett
natalie.monnett@juvare.com

Year 1				
ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
400-S-CAP-1	EMResource Per Capita Quantity: 182,139 - 7/1/2024 - 6/30/2025	\$8,558.38	1.00	\$8,558.38
Year 1 Total:				\$8,558.38

Contract Total *plus applicable taxes	USD 8,558.38
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Additional Disclaimer

Work cannot be started and dates for services cannot be secured until the applicable initial payment or purchase order has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juvare or its affiliate shall be invoiced to and paid by Client.

**When you send in a Purchase Order (PO) for the items above,
THE PURCHASE ORDER MUST INCLUDE THE QUOTE NUMBER & QUOTE DATE TO BE
ACCEPTED.**

We look forward to working with you and your staff!

EMSystems, LLC, a Juvare Company
211 Perimeter Center Parkway, NE, Suite 700, Atlanta, Georgia 30346 | Phone: 866.200.0165
© Juvare, LLC. Proprietary and Confidential

EXHIBIT B

Terms and Conditions

Effective: 6/5/2019 | Updated: 11/8/2023

Please read these Terms and Conditions ("Terms") carefully. These Terms set forth the general terms and conditions governing the relationship between you, the user of our website, online platform and services, and us, Juvare, LLC (or any it's commonly controlled affiliates (EMSystems LLC; ESI Acquisition, Inc.; Global Secure Systems Corp.; Collaborative Fusion, Inc.; Juvare Lithuania UAB; Juvare Asia Pacific Limited; Juvare Canada, Ltd.; Knowledge Center Enterprises, LLC; Liveprocess Corporation; Geopliant LLC, Nusura LLC) (collectively hereinafter "Juvare" or "we").

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

By using www.juvare.com, and other Juvare-related sites, including the mobile app ("App"), communications, content, capabilities, and services ("Service" or "Services") accessible on or by any top-level Juvare domain owned by us (the "Website"), you agree to these Terms, which will result in a legal agreement between you and Juvare. As a customer of the Service, you're a "User" according to these Terms (or, "you"). If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to commit the entity to the Terms and the term "Customer" or "you" will refer to that legal entity.

If you are accessing the Juvare DesignStudio™, DesignStudio is only available for Juvare's WebEOC® Enterprise or Professional customers with a paid, active subscription/license, and the non-Pro version DesignStudio version is limited to three (3) named active users at no additional cost; all use is subject to audit for compliance. If you require more than the included 3 users or want to purchase the DesignStudio Pro version, contact your Client Success Manager for pricing.

The Juvare Services are applications that provide incident management, volunteer management, resource management, patient tracking, mass notification, tracking, case management, and credentialing solutions that enhance preparedness, response, and recovery.

EXHIBIT B

WHENEVER YOU VIEW, ACCESS, ENTER DATA INTO OR OTHERWISE USE THE JUVARE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE THAT ARE PUBLISHED HERE, INCLUDING THE AGREEMENT GOVERNING THE USE AND LICENSE BETWEEN JUVARE AND YOUR EMPLOYER OR A PARTY WITH WHICH YOUR EMPLOYER IS AFFILIATED FOR PURPOSES OF COORDINATING EMERGENCY SERVICES (THE "AGREEMENT").

YOUR USE OF THE JUVARE SERVICES CONSTITUTES YOUR AGREEMENT TO ALL SUCH TERMS AND CONDITIONS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE, YOU MAY NOT VIEW, ACCESS, ENTER DATA INTO OR OTHERWISE USE THE JUVARE SERVICES.

The Juvare Services may include the provision of links to other websites ("Linked Sites"). The Linked Sites are not under the control of Juvare and Juvare is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Juvare is not responsible for webcasting, or any other form of transmission received from any Linked Site. Juvare is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by Juvare of the Linked Site or any association with its operators.

Some Juvare software applications and Services incorporate Google Maps as part of their Application Programming Interface (API). By agreeing to the terms and conditions of these Services, You also agree to the Google Maps/Google Earth Additional Terms of Service (located at https://www.google.com/help/terms_maps.html).

You may use the Services only if you: (1) are at least eighteen (18) years old and able to enter into contracts; (2) agree to these Terms; (3) maintain the accuracy of the information submitted to us; (4) are not based in Cuba, Iran, North Korea, Syria, or any other territory 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 (5) are not listed on any U.S. government list of prohibited or restricted persons.

By using the Service, you represent and warrant that you meet all the requirements listed above, and that you won't use the Service in a way that violates any laws or regulations.

Juvare may refuse service and change eligibility requirements at any time.

EXHIBIT B

As a condition of Your use of the Juvare Services, You represent and warrant to Juvare that You will not use the Juvare Services for any purpose that is unlawful or prohibited by these terms and conditions, and including, without limitation, the license agreement, the use agreement, all confidentiality obligations and obligations of intellectual property, and notices. You may not use the Juvare Services in any manner which could damage, disable, overburden, or impair the Juvare Services or interfere with any other party's use and enjoyment of the Juvare Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Juvare Services.

You agree that you shall not:

- View or use any screen or function of the Juvare Services that is not necessary for your employer's or contractor's coordination of medical services or publication of health information;
- Access, modify, reproduce, publish, adapt, translate, or create derivative works based on any part of the Juvare Services (including, without limitation, being bound by the confidentiality and ownership obligations set forth in the Agreement); and/or
- Commercially exploit, market, license or distribute access to or use of the Juvare Services.

The Juvare Services may contain messaging and communication functionalities designed to enable You to communicate with the public health and emergency services community at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Services. By way of example, and not as a limitation, You agree that when using a Communication Services, You will not:

- Make communications, including, without limitation, personal communications, unrelated to the interests of and business of Your employer;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Transmit unsolicited, unwanted, or harassing communications (commercial or otherwise), including, but not limited to, phone calls, SMS or MMS messages, chat, voice mail, video, or faxes;

EXHIBIT B

- Transmit any material that is, facilitates, or encourages libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that Juware reasonably believes degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category; publish, post, upload, distribute or disseminate any offensive, inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consents;
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- Conduct or forward surveys, contests, pyramid schemes or chain letters;
- Download any file posted by another User of a Communication Service that You know, or reasonably should know, cannot be legally distributed in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- Restrict or inhibit any other User from using and enjoying the Communication Services;
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service;
- Use the Communication Service in any manner that causes a telecommunications provider to complain about Your use or materially violates the following: (a) industry standards, policies and applicable guidelines published by (i) the CTIA (Cellular Telecommunications Industry Association), (ii) the Mobile Marketing Association, or (iii) any other generally recognized industry associations; (b) telecommunications provider guidelines and usage requirements;
- Harvest or otherwise collect information about others, including email addresses, without their consent or under false pretenses;

EXHIBIT B

- Transmit, upload or insert any protected health information as regulated by the HIPAA, personally identifiable information, or personal data as may be regulated by the General Data Protection Regulation (aka GDPR) into the Juvare Services; and/or
- Violate any applicable laws or regulations.

Your participation in the Communication Services may be edited, censored, or otherwise controlled by Juvare; however, Juvare has no obligation to monitor the Communication Services.

Juvare reserves the right to review materials posted to a Communication Services and to remove any materials in its sole discretion. Juvare reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Juvare's sole discretion.

Juvare does not control or endorse the content, messages, or information found in any Communication Services and specifically disclaims any liability with regard to the Communication Services and any actions resulting from Your participation in any Communication Services.

The Juvare Services could include technical inaccuracies or typographical errors. Juvare may make improvements and/or changes the Juvare Services at any time.

Modifications

We have the right to revise and amend these Terms from time to time without notice to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. We will provide notice to you of any material change in the Terms by posting notice to the Website. Your continued use of the Services after such changes are made conclusively demonstrates your acceptance of such changes. If your purchase of the Services is on-going, we will give you prior notice of any changes to these Terms and you may elect to cancel the Services without penalty before the changed Terms affect You.

It is critical that you keep your email contact information correct and updated with Juvare at all times. In addition, we encourage you to check back regularly to review these Terms at least once every thirty (30) days.

EXHIBIT B

You can access Juvare via the Website and may register as a User of Juvare via the App free of charge. To register as a User and depending on the manner in which you access the Services, You may need to provide Your email address, and create a username and password to be used in conjunction with that email address.

Please use a strong password and limit its use to your account. You're responsible for maintaining the confidentiality of your account and restricting access to and any activity occurring in such account (other than activity that Juvare is directly responsible for that isn't performed in accordance with your instructions), whether or not you authorized that activity. You'll immediately notify us of any unauthorized access or use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We have the right to update any of your contact information in your account for billing purposes. In addition, you represent and warrant that all information you provide to us when you establish an account, and when you access and use the Service, is and will remain complete and accurate.

Feedback and Intellectual Property Rights

We own all proprietary rights in the Website, App and Service, including, but not limited to, patents, trademarks, service marks, trade secrets, copyrights, and other intellectual property rights. You will respect our proprietary rights in the Service.

Except for public domain material, the Website, App and Service is protected by intellectual property laws, including U.S. copyright laws. You are hereby granted a non-exclusive license to use the Content at the Website and App while connected to the Website and App (including, where available, to email individual Content to others directly from this site). You are also granted a limited license to print one copy of any Content posted at the Website, but only for Your personal use. Except as expressly provided above, all other rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on the Website, App, electronic reproduction, adaptation, distribution, performance, or display is prohibited. Commercial use of any of the Content is strictly prohibited. Use of any of our trademarks such as metatags on other web sites also is strictly prohibited. You may not display the Website or App in frames (or any of the Content via in-line links) without our express written permission, which may be requested by contacting us through our feedback form.

You represent and warrant that you either own or have permission to use all of the material, content, data, and information (including your personal information and the personal information of others) you submit to Juvare in the course of using the

EXHIBIT B

Service or which Juvare retrieves or accesses at your direction or with your permission ("Content").

You may provide or we may ask you to provide suggestions, comments, input, or other feedback ("Feedback") regarding the Service. If you provide us with any Feedback, you grant us a royalty-free, non-exclusive, worldwide, sublicensable, and transferable license to use, reproduce, publicly display, distribute, modify, publicly perform the Feedback or incorporate any such Feedback into our software, the Services, or our business operations. You understand that you will not receive any compensation for your Feedback, and that we may use any Feedback you provide to improve the Service or to develop new features and services.

Compliance with Laws

You represent and warrant that your use of the Service will comply with all applicable laws and regulations. You're responsible for determining whether the Service is suitable for you to use in light of your obligations under any regulations, United States export control laws and regulations and economic sanctions laws and regulations ("U.S. Export Control Laws and Regulations"), or other applicable laws. If you're subject to regulations and you use the Service, then we won't be liable if the Service doesn't meet those requirements. You may not use the Service for any unlawful or discriminatory activities, including acts prohibited by any applicable laws.

10DLC, SMS, MMS, and Short Code Terms of Service

When you opt-in to the Communication Services, we will send you an SMS message to confirm your signup. You can cancel this service at any time by texting "STOP" to the number which messaged you. After you send the message "STOP" to us, we will send you a reply message to confirm that you have been unsubscribed. After this, you will no longer receive messages from us. If you want to join again, just sign up as you did the first time and we will start sending messages to you again. Recipients subscribed to receive notifications before November 1, 2019 shall be considered to have provided consent.

If at any time you forget what keywords are supported, just text "HELP" to the number which messaged you. After you send the message "HELP" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

EXHIBIT B

If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help directly at support@juvare.com.

We are able to deliver messages to the following mobile phone carriers:

Major Carriers: AT&T, Verizon Wireless, Sprint, T-Mobile

Minor Carriers: U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).

As always, message and data rates may apply to you and your data plan or text plan for any messages sent to you from us and to us from you. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

Alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capability is not available at a particular time. Even without a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your wireless carrier does not guarantee that alerts will be delivered. Juvare and/or the mobile phone carriers are not liable for delayed or undelivered messages.

Messaging and User Monitoring

As part of its Services, Juvare may provide or make available certain messaging features that permit you to communicate with other users within our Services, such as our "JX Collaborate" messaging feature, or similar features as may become available in the future. You understand and agree that such communications are

EXHIBIT B

transmitted through our hosted Services and may be stored and shared real-time with Juvare and its providers.

As part of its Services, Juvare may deploy user monitoring, analytics, and session replay tools. These tools help Juvare to understand how users experience its platform and can be used for other purposes such as troubleshooting, security monitoring, and to customize and enhance our Services. You understand and agree that Juvare may use such tools, including storing and sharing information real-time from such tools about your use of our Services with Juvare and its providers.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT (I) YOU ASSUME FULL RESPONSIBILITY FOR ANY LOSS THAT RESULTS FROM YOUR USE OF THE SERVICE, INCLUDING ANY DOWNLOADS FROM THE JUVARE SITE; (II) WE WON'T BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY'RE BASED ON NEGLIGENCE OR WE'VE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES; AND (III) IN ANY CALENDAR MONTH, OUR TOTAL LIABILITY TO YOU ARISING UNDER OR IN CONNECTION WITH THE TERMS—WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE—WILL BE NO MORE THAN THE GREATER OF (A) WHAT YOU PAID US FOR THE SERVICE THE PRECEDING MONTH OR (B) ONE HUNDRED USD.

For the avoidance of doubt, in no instance will we be liable for any losses or damages you suffer if you use the Service in violation of these Terms, regardless of whether we terminate or suspend your account due to such violation.

No Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE PROVIDE THE SERVICE AS-IS. THIS MEANS THAT, EXCEPT AS EXPRESSLY STATED IN THESE TERMS, WE DON'T PROVIDE WARRANTIES, CONDITIONS, OR UNDERTAKINGS OF ANY KIND IN RELATION TO THE SERVICE, EITHER EXPRESS OR IMPLIED. THIS INCLUDES, BUT ISN'T LIMITED TO, WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMED AND EXCLUDED FROM THE TERMS. SINCE USERS USE THE SERVICE FOR A VARIETY OF REASONS, WE CAN'T GUARANTEE THAT IT'LL MEET YOUR SPECIFIC NEEDS.

EXHIBIT B

Indemnification

You agree to indemnify and hold us harmless from any losses, including legal fees and expenses that directly or indirectly result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. You also agree to indemnify and hold us harmless from any losses, including legal fees and expenses, that directly or indirectly result from (i) your Content, (ii) your use of the Service, (iii) your violation of any laws or regulations, (iv) third-party claims that you or someone using your password did something that, if true, would violate any of these Terms, (v) any misrepresentations made by you, or (vi) a breach of any representations or warranties you've made to us. You may not settle any claim subject to this section without our prior written consent. We may, but have no obligation to, take over control of the defense of any claim subject to this section, using counsel of our choice, at your expense, including, without limitation, reasonable attorney's fees.

Disclaimers

We aren't responsible for the behavior of any third parties, agencies, linked websites, or other Users, including third-party applications, products, or services for use in connection with the Service (each, a "Third-Party Integration"). Your use of any Third-Party Integration and rights with respect to such Third-Party Integration are solely between you and the applicable third party. We are not responsible for the privacy, security or integrity of any Third-Party Integration or the practices and policies of any Third-Party Integration. We make no warranties of any kind and assume no liability of any kind for your use of any Third-Party Integration.

Disputes, Arbitration and Class Action Waiver

No Class Actions. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. No Dispute, or corresponding arbitration or other proceeding, may be joined with any other. Further, unless both You and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your Dispute, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and

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only to the extent necessary to provide relief warranted by that party's individual claim.

Exceptions. You and We agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use of the Website by you; or (3) any claim for injunctive relief.

General

The Terms shall be governed by and construed in accordance with the laws of the State of California without reference to the principles of conflicts of law of that state or any other jurisdiction. Any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16) to the foregoing arbitration requirements, you hereby consent to the exclusive jurisdiction and venue of the courts of the state of California or the courts of the United States located in California, and stipulate to the fairness and convenience of proceedings in such courts for all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of the Terms, including, without limitation, this paragraph. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Terms shall continue in full force and effect.

A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

For all questions about the services provided by this short code, you can send an email to support@juvare.com.

If you have any questions regarding privacy, please read the Juvare Privacy Policy, which is available via <https://www.juvare.com/privacy-policy/>.

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Privacy Policy

Juvaré Privacy Notice

Effective Date: February 12, 2024

This Privacy Notice explains how Juvaré (“our,” “we”) collects, uses, and shares your personal information. This Privacy Notice applies to this website and any other sites (each website a “Site” and, collectively, the “Sites”), as well as our products and services (“Services”) displaying this Privacy Notice. Juvaré provides enterprise resilience solutions for governments and organizations to connect to the critical resources, data, and mutual assistance they need to respond to and manage emergencies. This Privacy Notice applies to information collected from visitors to our websites, including sales prospects (“Visitors”), emergency management agencies, federal agencies, hospitals, and public health departments, and other public or private entities that use our Services (“Clients”), and information provided to us by our Clients.

This Privacy Notice does not apply to third parties or their services. This Privacy Notice does not apply to information that cannot be identified to any individual, household, or their devices, such as de-identified or anonymized data. We are not responsible for our Clients’ or other third parties’ privacy practices; you should contact these parties directly to understand their practices.

- [Information We Collect](#)
- [How We Use Information We Collect](#)
- [How We Secure Information](#)
- [How We Share Information](#)
- [What Choices Do I Have?](#)
- [Updates to Our Privacy Notice](#)
- [Contact Information](#)

Information We Collect

We collect information from a variety of sources, including:

- Directly from you when you provide it to us.
- Automatically as you utilize the Sites.

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- From third parties, including analytics providers.
- From our Clients.

Information directly from you. If you are a Visitor, when you access our Sites, we may collect your name, phone number, mailing address, email address, organization name, and job title when you request a demo or otherwise contact us.

If you are a Client account manager, we may collect the following information from you when you sign up for an account and utilize our Services: first and last name, email address, organization name, role in the organization, mailing address, username, account password, and other details you provide.

Information we collect through automatic data collection technologies. We may collect data regarding your use of our Sites and Services through cookies, web beacons, and other automatically collected information. This data may include your IP address, date and time you access our Sites and the pages and content you access during your visit, websites that you link to or from, whether you receive or open an email or other communication from us, and the links you click on within those emails. We may also collect information from your mobile device or your computer about how you interact with our Sites and Services, including the date of the visit, the time of arrival and length of visit to the Sites, the type of device used and the operating system on that device, browser type, a list of files downloaded or pages viewed, your IP address, and any errors encountered. This information helps us address customer support issues, provide you with a personalized experience, prevent fraudulent use of our services, and manage the Sites we provide you, including gathering aggregated data about engagement.

Other parties may collect personally identifiable information about your online activities over time and across third-party websites when you use our Sites, such as analytics and marketing providers. We do not control any personal information once collected by these parties. We do not respond to “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of personally identifiable information about an individual consumer’s online activities over time and across third-party websites or online services.

Information we collect from third party sources. On our Site [and Services] we may collect information from advertisers, affiliates, promotional partners, and application providers. These and other third parties provide us information in connection with content, widgets, components, or other tools we use on our Sites.

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These third parties may collect information from these sources when you use our websites. The information third parties collect may be associated with your personal information or they may collect information about your online activities over time. They and we may use this information to provide you with interest-based advertising or other targeted content, and for other purposes (such as to better understand our Service's audience).

Information from our Clients. We permit our Clients to input information about individuals into our Services. This includes, for example, name, contact information, job details, medical information, and trainings received. This can also include information which our Clients anticipate to be relevant to managing or responding to emergencies, including information relating to bodily or property damage, and treatment, response, or claims regarding the same.

How We Use Information We Collect

We may use data we collect to operate our business and for a variety of purposes, including the following:

- To provide and manage our Sites and Services and their contents. As part of our Services, we may facilitate communications between our Clients and individuals (e.g., in response to an emergency situation).
- To set up your Client account and to permit you to participate in features on our Services.
- To maintain, analyze, customize, and improve your experience on our Site and Services.
- To communicate with you and provide you information that you request from us.
- To complete administrative tasks, such as processing billing and completing payments.
- To provide customer and technical support.
- To monitor and enforce our contracts, legal terms, acceptable use or other policies or similar terms.
- To comply with law and satisfy our regulatory and compliance obligations. Additionally, to support compliance efforts on behalf of others and ourselves that support our provision of services to you.
- To detect and prevent fraud and other prohibited, illicit or illegal activity, and to protect the rights and vital interests of you, others, and ourselves.
- To address existing or anticipated disputes.

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- To otherwise operate our business, including support for transactions impacting our company as a whole (such as mergers, acquisitions, or asset purchases).
- To fulfill any other purpose for which you provide your information to us.
- For other purposes permitted by law, described to you when you provide your information or to which you consent.

As permitted by law, we may combine the information we gather about you in identifiable form, including information from third parties. We may use this information, for example, to improve and personalize our services, content and advertising.

How We Secure Information

We are committed to maintaining measures to protect the security of your information. Of course, despite these measures, no network or system is ever entirely secure and we cannot guarantee the security of networks and systems that we operate or that are operated on our behalf.

How We Share Information

We may share your information with third parties as reasonable to operate our business, to provide the Services to you and others, as permitted or required by law, or as directed or authorized by you. For example:

Affiliated Companies. We may share some or all of your personal information, with our parent companies, subsidiaries, joint ventures, or other companies under common control with us.

Third Party Sharing. We work with third party parties to help us provide our Site and Services and to support internal operations. In some cases, they may use your information subject to their own privacy policies and to comply with their own legal and regulatory obligations. We work with different types of third parties, presently including third parties listed as Juvare [subprocessors](#).

Professional Advisors, Law Enforcement and Regulators. We share your information with our professional advisors who provide legal, compliance, auditing, accounting, banking, consulting, or similar services, and with regulators, law enforcement, or government agencies to:

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- comply with our legal and regulatory obligations, including those compliance obligations of federal, state, or local regulators;
- protect our interests, property or legal rights, or those of our customers or third parties;
- respond to a subpoena, court order, or similar law enforcement request, or when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of this Privacy Notice or other applicable terms; and
- for other legal purposes, such as to enforce our Terms and Conditions, or to exercise or defend legal claims.

Corporate Transaction. In the event of a corporate transaction, we may share the personal information of visitors to our Sites, users of our Services (including Clients), and others that we have collected information from with companies or other entities in connection with, or during the negotiation of, any merger, sale of company stock or assets, financing, acquisition, restructuring, divestiture or dissolution of all or a portion of our business, or other similar event.

Other Disclosures. In addition to the above disclosures, we may disclose personal information in the event that we believe such disclosure is (i) necessary to provide our services or operate our business; (ii) in accordance with purposes we describe when you share it with us; (iii) permitted by law; or (iv) with your consent or at your direction.

If you are a Visitor on our Sites, we may share your information with advertisers and other promotional partners.

We may disclose aggregated or deidentified information that does not identify any individual without restriction.

What Choices Do I Have?

Update personal information. If you are a Client, you may access or update your personal data associated with your Juvare account using the password-protected, administrative area of our Site, or by emailing us at compliance@juvare.com. Even upon updating or canceling your account, we may retain personal data and other information in our backup or archival records.

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Marketing communications. You may receive marketing communications from Juvare. You may opt out of receiving marketing emails by following the unsubscribe link in each email, or by emailing compliance@juvare.com. Please note that you may continue to receive non-marketing emails from us after you opt-out. Please note that we do not control communications from others, including our Clients or those you may choose to interact with via our Services. You should contact them to understand your communication choices with them with respect to their communications.

Cookies. You have a number of choices regarding certain cookies. Most web browsers automatically accept cookies, but you may modify your browser's setting to notify you of cookie placement or decline cookies. If you choose to decline cookies, certain features of our website may not function properly or at all as a result.

Updates to Our Privacy Notice

We may update this Privacy Notice from time to time in order to provide clarification or notice of changes to our practices. If we make changes, we will revise the Effective Date at the top of this Privacy Notice. Changes to this Privacy Notice will be effective once they are posted unless otherwise indicated. We may choose to notify you by email to the email address in our records.

Contact Information

If you have any questions or concern about this privacy notice or the privacy practices at Juvare, please contact us by emailing us at compliance@juvare.com or by calling us at 866-200-0165.

Additional Notice for Australia and New Zealand Residents

Last Updated: February 12, 2024

This Additional Notice to the Privacy Notice supplements the Privacy Notice, and applies solely to all visitors, users, and other persons who reside in Australia and/or New Zealand. Any personal information collected from persons residing in

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Australia and New Zealand is collected and held by Juvare Asia Pacific Limited, Level 2, 56 Victoria Street, Wellington NZ 6011.

In addition to the personal information referred to in the 'Information we collect' section above, if you apply for a job with us, we may also collect your name, contact details, academic records and qualifications, job history, criminal record and background checks (including information necessary to validate identity, right-to-work validation, address, driver's license, criminal record search, employment and education verification, professional qualifications, references, civil litigation and bankruptcy), information contained in your resume, and other information you choose to provide in connection with applying for a job.

In some cases, if personal information is not provided to us on request, this may impact our ability to supply our Services to you and/or you may not be able to access or acquire certain Services or access our Sites.

If we make any significant changes to this Privacy Notice, we will provide you with reasonable notice of such changes through the Site(s), or via other means such as email.

Dealing with us Anonymously

Where possible and lawful, you may interact with us anonymously or using a pseudonym. However, for many of our functions and activities we usually need your name, contact information and other details to enable us to provide our Services.

Disclosure Overseas

We may disclose your data overseas to other jurisdictions in which we operate or as otherwise authorized by you, or to jurisdiction(s) that Juvare determines are best to meet its obligations in its agreement with you for such use of the Sites or provision of the Services. This includes the United States, Canada, Australia, New Zealand, and the European Union.

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Access To and Correction Of Your Information

You may request access to, or correction of the personal information we hold about you at any time by emailing us at compliance@juvare.com or, if you are a Client, by logging into your account (see the 'Update personal information' section above for details). We may need to verify your identity before responding to your request. Subject to any applicable exemptions or requirements, we will provide you with access to or correction of your personal information within a reasonable time, and, where we are required to do so under the New Zealand Privacy Act 2020, no later than 20 working days from the date of your request. If we decide to refuse your request or extend the time limit to respond, we will tell you why in writing and explain how you may complain.

Complaints

You can make a complaint to us in writing using the details set out in 'Contact Information' section of this Privacy Notice. We will respond to you within a reasonable period of time to acknowledge your complaint and inform you of the next steps we will take in dealing with your complaint. If you are not satisfied with our response, you may complain to:

- the Office of the Australian Information Commissioner ("OAIC") via the OAIC website, oaic.gov.au; or
- the Office of the New Zealand Privacy Commissioner ("OPC") via the OPC website, <https://www.privacy.org.nz/>.

Additional Notice for California Residents

Last Updated: February 12, 2024

This Additional Notice to the Privacy Notice applies to residents of California only. California law requires businesses that determine the purpose and means of processing personal data to make certain disclosures and offer data rights. Accordingly, Juvare offers the disclosures below to its Clients and Visitors to its Sites. These disclosures and rights may not apply where Juvare is processing data on behalf of its Clients. Such users should contact such Juvare Client directly to exercise any rights which they may have.

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Collection of Personal Information

We collect personal information as necessary to operate our business, to comply with our legal and regulatory obligations, and to provide our Services to you. Within the last 12 months, we have collected the following types of personal information about Visitors and Client account managers:

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers.
- Personal information categories such as name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
- Protected classification characteristics.
- Internet or other similar network activity including browsing history, search history, information on a consumer's interaction with our websites, applications, or advertisements.
- Geolocation data, including physical location or movements.
- Sensory data such as audio, electronic, visual, thermal, olfactory, or similar information.
- Professional or employment information such as current or past job history or performance evaluations.
- In connection with background checks, we may collect non-public information such as education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.
- Inferences drawn from other personal information such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

To learn more about the information we collect, please see our [Privacy Notice](#).

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Collection of Sensitive Personal Information

We may also collect or process sensitive personal information as necessary to operate our business, to comply with our legal and regulatory obligations, and to provide our services to you. We collect and process sensitive personal information to provide services to our Clients, including to help manage a response to an emergency or disaster event. We may collect the following types of sensitive personal information from you:

- Social security, driver's license, state identification card, or passport number.
- Account log-in, in combination with any required security or access code, password, or credentials allowing access to an account.
- Precise geolocation.
- Racial or ethnic origin, religious or philosophical beliefs, or union membership.
- Contents of your mail, email, and text messages unless the business is the intended recipient of the communication.
- Genetic data.
- Unique identifying biometric information.
- Health, sex life, or sexual orientation information.

How Personal Information Is Collected and Used

We collect personal information directly from the following sources:

- Directly from you. For example, when you sign up for the Services.
- Indirectly from you. For example, from observing your actions on our websites.
- From third parties. For example, from analytics providers.
- From our Clients. For example, if a business customer provides us information about the employee or representative managing their account.

We may use your information for the following business purposes:

- To provide our Services.

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- Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.
- Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes.
- Debugging to identify and repair errors that impair existing intended functionality.
- Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with us.
- Performing services on behalf of our customers, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the business.
- Supporting our advertising and marketing services as permitted by law.
- Undertaking internal research for technological development and analytics.
- To improve, upgrade, or enhance the services.

To understand more about the purposes for which we collect personal information and the sources of our collection, see the [Privacy Notice](#).

Disclosure of Your Personal Information

The table below identifies how in the past 12 months we have disclosed information collected about individuals.

Personal Information Disclosed	Business Purpose for Sharing	Categories of Third Parties Shared With
Identifiers. Includes first and last name, alias, postal address, unique personal identifier, online	To provide and manage the Services	Clients Advertising service providers

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Personal Information Disclosed	Business Purpose for Sharing	Categories of Third Parties Shared With
<p>identifier, Internet Protocol address, email address, account name, driver's license, or other similar identifiers</p>	<p>To facilitate our Clients' relationships with their clients and customers</p> <p>To deliver targeted advertising</p> <p>As otherwise set forth in the How We Share Your Personal Information section</p>	<p>Marketing service providers</p> <p>Data and analytic technology platforms</p> <p>Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants)</p> <p>Background check and similar providers who validate income, education, professional certification, criminal history, and other related information</p>
<p>Sensitive Identifiers. Includes name, signature, physical characteristics or description, address, telephone number, driver's license or state identification card number, license information, bank account number, credit</p>	<p>To provide and manage the Services</p> <p>To facilitate our Clients' relationships with their clients and customers</p>	<p>Clients</p> <p>Advertising service providers</p> <p>Marketing service providers</p> <p>Data and analytic technology platforms</p>

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Personal Information Disclosed	Business Purpose for Sharing	Categories of Third Parties Shared With
card number, debit card number	To facilitate our ability to collect payments or manage our business relationship with our Clients and vendors	Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants) Background check and similar providers who validate income, education, professional certification, criminal history, and other related information
Protected Classifications. Such as information about protected classifications such as gender, race, religious background, national origin, or medical information	To provide and manage the Services To facilitate our Clients' relationships with their clients and customers	Clients Advertising service providers Marketing service providers Data and analytic technology platforms Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants)

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Personal Information Disclosed	Business Purpose for Sharing	Categories of Third Parties Shared With
		Background check and similar providers who validate income, education, professional certification, criminal history, and other related information
Property/Commercial Records. Includes records of personal property; products or services purchased, obtained, or considered; or other purchasing or consuming histories or tendencies related to home repair	We do not share this information	
Internet or Network Activity. Such as browsing history, search history, information on a consumer's interaction with a website,	To provide and manage the Services To facilitate our Clients' relationships with	Advertising service providers Marketing service providers

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Personal Information Disclosed	Business Purpose for Sharing	Categories of Third Parties Shared With
application or advertisement	<p>their clients and customers</p> <p>To deliver targeted advertising</p> <p>As otherwise set forth in the How We Share Your Personal Information section</p>	<p>Data and analytic technology platforms</p> <p>Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants)</p>
Biometrics. Such as biometric information, which includes audio, electronic, visual, thermal, olfactory, or similar information.	On behalf of and at the direction of our Clients, we may collect fingerprint data	Clients (in particular, the client requesting the fingerprinting)
Geolocation. Includes data derived from a device and that is intended to locate a customer within a geographic area	We utilize analytics services on our website and services that can potentially locate individuals based on their IP address	Online analytics and marketing providers

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Personal Information Disclosed	Business Purpose for Sharing	Categories of Third Parties Shared With
<p>Employment Information. Includes professional and employment-related information such as an employer's name and employees' names, job titles, responsibilities, practice areas, specialties, qualifications, and/or areas of focus</p>	<p>To provide and manage the Services</p> <p>To facilitate our Clients' relationships with their clients and customers</p>	<p>Clients</p> <p>Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants)</p> <p>Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants)</p> <p>Background check and similar providers who validate income, education, professional certification, criminal history, and other related information</p>
<p>Education Background. Includes information about education or educational background, including educational records as defined in federal law</p>	<p>To provide and manage the Services</p> <p>To facilitate our Clients' relationships with their clients and customers</p>	<p>Clients</p> <p>Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants)</p> <p>Background check and similar providers who validate income,</p>

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Personal Information Disclosed	Business Purpose for Sharing	Categories of Third Parties Shared With
		education, professional certification, criminal history, and other related information
Profile. Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes	To provide and manage the Services	Advertising service providers Marketing service providers Data and analytic technology platforms Other service providers or supporting professionals (e.g., IT providers, auditors, and accountants)

We may also share information to comply with law, to protect the interests of ourselves or others, and in connection with a merger, sale, or acquisition of all or part of our business. To learn more about how we share data, please see additional detail as set forth in the Privacy Notice.

Sales of Personal Information

In the last 12 months we have disclosed your personal information to third parties in connection with operating our online services, including network identifiers and inferences about your preferences to third party analytics providers. Such disclosure for analytics and marketing/advertising purposes may constitute a "sale" of your personal information under California law. You may opt out of the sale of your personal information by contacting compliance@juvare.com. We do not sell the personal

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information of individuals who we know to be under 16 years of age. To exercise the right to opt out, you may submit a request to use by visiting our Do Not Sell or Share My Personal Information page.

Data Storage and Retention

We will store your personal information until the initial purpose for which we collected such data has been satisfied, including the purpose described in our [How We Use Information We Collect](#) section. If you consent to a new or additional purpose for retaining your data, your personal information may be stored for longer. We have implemented measures designed to secure your personal information against unauthorized use, loss, destruction, or alteration. We cannot guarantee the security of your personal information.

We retain your data according to a set retention schedule, which can be generally described as follows: until the earlier of (i) while we or our Client have a use for it; (ii) we no longer need the data for security purposes. At the end of that retention period, all data is deleted unless subject to an exception under law.

Your California Privacy Rights

If you are a California resident, you have the following rights regarding your personal information:

1) Right to Access. You have the right to access the personal information we have collected about you. If requested, we will provide you with a copy of the personal information we have collected.

2) Right to Know. You have the right to request that we disclose the following about your personal information in the preceding 12 months:

- a) The categories of personal information we collected;
- b) The categories of sources from which we collected your personal information;
- c) The business or commercial purposes for collecting, selling, or sharing your personal information;
- d) The categories of third parties to whom we disclose your personal information; and
- e) The specific pieces of personal information we have collected about you.

3) Right to Delete. You have the right to request that we delete your personal information. Upon verifying your identity and the validity of your request, we will delete your personal information from our records and instruct our service providers, affiliates, or third parties to delete your information as required by law. We may deny your deletion request if retaining the information is permitted under law.

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4) Right to Correct. You have the right to correct inaccurate personal information that we maintain about you. Upon verifying your identity and the validity of your request, we will use reasonable efforts to correct your personal information as directed. In certain circumstances, we may not be able to satisfy this request depending on the nature of the personal information and purposes for maintaining it.

5) Right to Opt-out of Selling/Sharing. You have the right to direct us to not sell your personal information at any time. To exercise the right to opt out, you may submit a request to use by visiting our [Do Not Sell or Share My Personal Information page](#). You do not need to create an account with us to exercise your opt out rights. Your right to opt out of 'sharing' information is a specific right to prevent the provision of your personal information to a third party for them to target certain advertising to you.

6) Right to Limit Use of Sensitive Personal Information. You have the right to limit how your sensitive personal information is used and/or disclosed to third parties. Please visit our [Do Not Sell or Share My Personal Information page](#) to exercise this right.

You may exercise your 'do not sell or share my personal information' rights [here](#). We will record your request.

We may not discriminate against you for exercising any of your rights under the California Privacy Rights Act. This means that we may not deny you services or charge you different prices or rates for services or provide you with a different level or quality of services (or suggest that we will do so), in response to a request made under the California Privacy Rights Act. However, we may charge different prices or rates, or provide a different level or quality of services, where that difference is reasonably related to the value provided to us by your personal information.

You may designate an authorized agent to make a request to know, request to correct, or request to delete. An agent may be an individual or a business entity. To designate an authorized agent, you must provide the agent with written permission to submit the request. We may still require you to verify your identity directly (subject to certain exceptions). We may refuse a request if the agent does not provide adequate proof of their authorization.

Our site recognizes signals that enable opt-outs in a frictionless manner. You can configure and use these by setting the opt-out inside of your browser and we will automatically opt you out without any change in site behavior.

How to Exercise These Rights

You may request to exercise the foregoing rights by:

- Emailing compliance@juvare.com

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- Calling 888-200-0165
- Data Subject Access Request Form (Self Request)
- Data Subject Access Request Form (Agent Request)

Please note that we may take steps to verify your identity before granting you access to information or acting on your request to exercise your rights. In connection with such verification, we may ask you to provide your name, email address, physical address or zip code and phone number. We may limit our response to your exercise of the above rights as permitted by law.

Contact Us

If you have any questions or concern about privacy at Juvare, please contact us by emailing us at compliance@juvare.com or calling us at 888-200-0165.